

AI-16672

6.D.

**Deliberation - B & G Director
CC REGULAR**

Date: 07/28/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Closed Session

Information

CAPTION

Deliberation of the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Buildings & Grounds Director

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/24/2009 04:53 PM	APRV
2	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Monica Badillo
Started On: 07/24/2009 04:38 PM
Final Approval Date: 07/24/2009

AI-16673
B&G Director
CC REGULAR

7.D.

Date: 07/28/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Open Session

Information

CAPTION

Deliberation of the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Buildings & Grounds Director

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/24/2009 04:54 PM	APRV
2	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Monica Badillo
Started On: 07/24/2009 04:40 PM
Final Approval Date: 07/24/2009

AI-16676

10.B.

**Status report regarding the SAFEGuard Project
CC REGULAR**

Date: 07/28/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Status report regarding the SAFEGuard Project

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/24/2009 04:54 PM	APRV
2	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Monica Badillo
Started On: 07/24/2009 04:49 PM
Final Approval Date: 07/24/2009

AI-16616

11.A.

**Illinois Union Ins. Co. - SIR Check
CC REGULAR**

Date: 07/28/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Category: Safety Division

Information

CAPTION

Approval to accept a check (#NB91191352) from Illinois Union Insurance Company for the amount of \$2,197.67 for payment in connection with claim for Ariel Guzman, CL-07-3664-A.

BACKGROUND

DOL: 09/07/06
Precinct 4 Auto Accident
Acct #: 9-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/22/2009 02:00 PM	APRV
2	Erika Zamora	Erika Zamora	07/23/2009 09:52 AM	APRV
3	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Aida Alvarez
Started On: 07/22/2009 12:59 PM
Final Approval Date: 07/24/2009

AI-16639

12.B.

Lower Rio Grande Valley Development Council Interlocal Cooperation Agreement
CC REGULAR

Date: 07/28/2009
Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Eddie Olivarez
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: Health & Human Services Dept.

Information

CAPTION

Requesting authorization and approval to accept the Inter-local Cooperation Agreement between Lower Rio Grande Valley Development Council and Hidalgo County (Health and Human Services) for the acceptance of equipment and supplies. This equipment will be readily available for the purpose of responding to both man-made and natural disaster if requested under mutual aid. (See attached list of equipment and supplies)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-441-00-340-001-0-432
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

We may not have any fiscal impact. If any R&M expense, Possible funding source 9-1100-441-00-340-001-0-432; available balance as of 7-24-09 \$3,387.58.

Attachments

Link: LRGVDC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/23/2009 08:45 AM	APRV
2	Manuel Chapa	Manuel Chapa	07/24/2009 08:20 AM	APRV
3	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Josie Escalante Started On: 07/22/2009 05:12 PM
Final Approval Date: 07/24/2009

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
AND HIDALGO COUNTY**

This Agreement made on this _____ day of _____, 2009, by and between the **LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL** hereinafter referred to as "LRGVDC," and the Hidalgo County Health and Human Services, thereafter referred to as the "Hidalgo County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County is a form of county government in Hidalgo County, Texas;

WHEREAS, LRGVDC is a Regional Planning Agency formed under Texas Law;

WHEREAS, LRGVDC and Hidalgo County, each pursuant to its statutory and constitutional authority, are responsible for the safety of the citizens within their respective boundaries, and are desirous that the necessary equipment and services are available;

WHEREAS, LRGVDC applied for and received grants for the Equipment from the Metropolitan Medical Response System (MMRS) through FEMA, hereinafter referred to as the FY 2007 State Homeland Security Program (SHSP) as the "FY 2007 MMRS Grant;"

WHEREAS, the Equipment was purchased by the LRGVDC through the MMRS FEMA FY 2007 Grant and delivered to the possession of the LRGVDC;

WHEREAS, the Equipment will remain the property of FEMA and in LRGVDC's inventory records until Feb 28, 2013, at which time the Grant will be closed;

WHEREAS, the Lower Rio Grande Valley Region has the desire to combine resources for the purpose of increasing the region's ability to respond to emergencies through Hidalgo County;

WHEREAS, the LRGVDC desires to transfer Equipment as described in Attachment "A" attached hereto to Hidalgo County as a permanent loan according to LRGVDC and Federal guidelines;

WHEREAS, the LRGVDC and Hidalgo County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, the LRGVDC and Hidalgo County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. In order to fulfill the goals of regional efforts to emergency response, the parties agree that the DECON Trailer Supplies and Equipment described in Attachment "A" attached hereto, will be made readily available, region wide for the purpose of responding to both manmade and natural disasters if requested under mutual aid.
2. The parties understand that the Governor's Division of Emergency Management (GDEM), State Administrative Agency (SAA) and the LRGVDC will retain ownership of the Equipment listed in Attachment "A" until February 28, 2013, at which time Hidalgo County through the LRGVDC's permanent loan will obtain ownership of the Equipment.
3. Hidalgo County agrees to, at a minimum, provide the equivalent insurance coverage for all such Equipment listed in Attachment "A" through February 28, 2013;
4. Hidalgo County agrees to maintain and repair the equipment listed in Attachment "A" in good working condition for the life of the Equipment and agrees to pay for any and all yearly maintenance agreements for Equipment as applicable.
5. Hidalgo County agrees to notify LRGVDC in writing within ten (10) days should Equipment be lost, stolen, or otherwise made unusable prior to February 28, 2013.
6. Hidalgo County agrees to provide an annual accounting of the Equipment to the LRGVDC for the purposes of Grant reporting through February 28, 2013. LRGVDC agrees it will provide Grant reporting to GDEM/SAA as required under the Grant.
7. Hidalgo County agrees to tag all Equipment with appropriate identification labels in accordance with GDEM/SAA and Hidalgo County Procedures. At a minimum, the identification label will include grant name and year (for example FY 2007 MMRS Grant).
8. The LRGVDC and Hidalgo County agree to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to any parts or supplies needed to maintain operability of equipment.
9. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or

future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to extent to bring them within the legal requirements and only during the times such conflict exists.

10. **No Waiver.** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
11. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by LRGVDC and Hidalgo County, and not otherwise.
12. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE WITHIN CAMERON, HIDALGO, WILLACY AND STARR TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN CAMERON, HIDALGO, WILLACY AND STARR, TEXAS.
13. **Governing Provisions.** The Hidalgo County shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment are listed below:
 - A. **Administrative Requirements**
 1. OMB Circular A-102, State and Local Governments (10/07/94, amended 08/29/97)
 2. OMB Circular A-87, State and Local Governments (05/04/95, amended 08/29/97)
 - B. **Audit Requirements.**

OMB Circular A-133, State, Local Governments and Non-Profit Organizations (06/24/97, includes revisions published in the *Federal Register* 06/27/03)
14. **Notice.** Except as many be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt

requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to LRGVDC: Attention: Kenneth N. Jones, Jr.
Executive Director
311 North 15th
McAllen, Texas 78501

If to Hidalgo County: Attention: Name of Judge
County Judge
Hidalgo County
Address:

Each notice, demand, request or communication, which shall be delivered or mailed in the manner described above, shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

- 15. Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- 16. Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns where permitted by this Agreement.
- 17. Assignments.** This Assignment shall not be assignable.
- 18. Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of any paragraph hereof.
- 19. Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
- 20. Authority to Execute.** The execution and performance of this Agreement by LRGVDC and Hidalgo County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of LRGVDC and Hidalgo County in accordance with its terms.

21. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

22. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days' written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

Hidalgo County

Lower Rio Grande Valley Development Council

J. D. Salinas III,
Hidalgo County Judge

Kenneth N. Jones, Jr.,
Executive Director

Recommended by:

Eduardo Olivarez,
Chief Administrative Officer

Attachment A

MMRS FY 2007 Funds Hidalgo County DECON Trailer Inventory

Item	Model #	Price/unit	Total Quantity	Description
Folding Tables	4GE26	\$70.00 x 4= \$280.00	4	6 ft plastic foldable tables
Tents	SPSHST12BL	\$173.55 x 2= \$347.10	2	12 X 12 Sport Canopy
Sponge Pump	R107	\$95.24	1	Multi-purpose Electric Sponge Pump: Pump to extract waste water from holding tank on decontamination trailer. 5 g.p.m. Includes 6 foot suction hose and floor drainer
Power Inverters	6NUI8	\$195.00 x 2= \$390.00	2	Output 1000 W, Brand: Tripp Lite: 1500 Watt power inverter to convert 12 volt DC to 120 volt AC
Water Bladder	HM1000	\$1,155.00	1	Flexible wastewater tank - 1000 Gallon
Inflatable Light w/ Generator	RP402	\$4,345.96	1	PLS-DQE-442: Inflatable portable area lighting system suitable for use in decontamination area. Honda-EU2000IAN Type 50CLR-RE: Generator
Adult XL DECON Unit Kits	N/A	\$30.72 x 324= \$9,953.30	313	Kits used for emergency personal contamination, Pre and Post DECON suppliers in one package.
100 Youth DECON Unit Kits	N/A	\$22.64 x 100= \$2,264.00	100	Kits used for emergency personal contamination, Pre and Post DECON suppliers in one package.
PA System		\$1,303.00	1	FED Signal smart siren w/signal master control; siren speaker
Power Outlet Multiplier		\$14.50 x 2= \$29.00	2	multi-outlet power cord
Mobile Radio VHF-XTL 5000		\$5,058.62	1	XTL 5000 Mobile Radio
Portable Radio VHF-XTS 5000		\$4,852.40	1	XTS 5000 Portable Radio
Portable Charger for XTS 2500		\$319.20	1	Unit portable charger compatible to handheld portable radio
Portable Batteries for XTS 2500		\$100.00	1	Mobile batteries compatible to handheld portable radios

AI-16608

12.C.

**Health Division - FY 2010 Office of Border Health - EWIDS Contract
CC REGULAR**

Date: 07/28/2009
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: Health & Human Services Dept.

Information

CAPTION

1. Requesting approval to accept the attached Office of Border Health - EWIDS Grant Contract # 2009-031556, Attachment # 001, in the amount of \$150,000.00 for the period 8/1/2009 to 7/31/2010.
2. Approval of Certification of Revenues as certified by the County Auditor for the - EWIDS Grant Contract.
3. Requesting approval of the attached Office of Border Health - EWIDS Contract Budget and Salary Schedule for the period 8/1/2009 to 7/31/2010 (Account # 9-1293-441-10-340-028-0). Contingent on classification and compensation project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
FUNDS AVAILABLE Y/N?: Y

ACCT. #: 9-1293-441-10-340-028-0-XXX
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation of funds in the total amount of \$150,000.00 for the Border Health EWIDS Grant for FY 2010. Grant period is from 8/1/09 to 7/31/10.

Revenue account# 9-1293-334-10-340-028-0-000 Border Health EWIDS Grant

Attachments

Link: [EWIDS Contract](#)
Link: [EWIDS Salary](#)
Link: [EWIDS Budget a](#)
Link: [County salary schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/22/2009 08:42 AM	APRV
2	Manuel Chapa	Manuel Chapa	07/24/2009 03:34 PM	APRV
3	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Dan Beltran

Started On: 07/21/2009 05:08
PM

Final Approval Date: 07/24/2009

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2009-031556 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$150,000.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 08/01/2009 and ends on 07/31/2010. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2009-031556-001 Office of Border Health
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY

Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243

Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

Printed Name and Title

Director, Client Services Contracting Unit

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

(512) 458-7470

Telephone Number

Bob.Burnette@dshs.state.tx.us

E-mail Address for Official Correspondence

CONTRACT NO. 2009-031556
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000352447

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: Office of Border Health

TERM: 08/01/2009 THRU: 07/31/2010

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Centers for Disease Control and Prevention (CDC) Budget Period 10 Cooperative Agreement Work Plan for Public Health Emergency Preparedness (Funding Opportunity AA154). Contractor shall assist DSHS in the implementation of CDC Early Warning Infectious Disease Surveillance (EWIDS) along the Texas-Mexico border through active surveillance, exercises, and training of personnel.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines including, but not limited to, the following:

- Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness (PHEP) Continuation Announcement (Funding Opportunity AA154) <http://www.dshs.state.tx.us/comp/comp/cdc/>
- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- Public Law 109-417, Pandemic and All-Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

The following documents are incorporated by reference and made a part of this Program Attachment:

- FY 2010 Public Health Emergency Preparedness Work Plan for Local Health Departments Project Period Early Warning Infectious Disease Surveillance (EWIDS), attached as Exhibit A; and
- Contractor's FY 2010 Applicant Information and Budget Detail for FY 2010.

SECTION II. PERFORMANCE MEASURES:

Contractor shall complete activities and performance measures as outlined in the attached Exhibit A, Project Period Public Health Emergency Preparedness Work Plan for Local Health Departments Early Warning Infectious Disease Surveillance (EWIDS).

All activities in the Exhibit A, FY 2010 Public Health Emergency Preparedness Work Plan for Local Health Departments Project Period EWIDS, must be completed by July 31, 2010.

SECTION III. SOLICITATION DOCUMENT:

N/A

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to one (1) additional one-year term at DSHS's sole discretion.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: *CFDA # 93.069*

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article, is revised to include:

Contractor shall submit quarterly progress reports to DSHS no later than thirty (30) days after the end of each quarter in a format specified by DSHS. Contractor shall provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance. If Contractor is legally prohibited from providing such reports, it shall immediately notify DSHS.

General Provisions, **Payment Methods and Restrictions** Article, is revised to add the following:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation as indicated in the attached Exhibit A.

General Provisions, **Terms and Conditions of Payment** Article, is revised to include:

DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, **Allowable Costs and Audit Requirements** Article, is amended to include the following:

For the purposes of this Program Attachment, vehicles and incentive items are not an allowable cost.

General Provisions, **General Business Operations of Contractor** Article, **Overtime Compensation Section**, is not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article, **Equipment and Controlled Assets Purchases** Section, is amended to allow the purchase of equipment at any time during the entire term of this Program Attachment.

2009-031556-001

Categorical Budget:

PERSONNEL	\$112,198.80
FRINGE BENEFITS	\$35,412.21
TRAVEL	\$1,940.00
EQUIPMENT	\$0.00
SUPPLIES	\$148.99
CONTRACTUAL	\$0.00
OTHER	\$300.00
TOTAL DIRECT CHARGES	\$150,000.00
INDIRECT CHARGES	\$0.00
TOTAL	\$150,000.00
DSHS SHARE	\$150,000.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$150,000.00

Financial status reports are due: 11/30/2009, 03/02/2010, 05/31/2010, 09/29/2010



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE

AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

2009-031557

Application or Contract Number

CAMERON COUNTY

Organization Name

**HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
OFFICE OF BORDER HEALTH-EWIDS EMPLOYEE SALARY SCHEDULE
9-1293-441-10-340-028-0**

Term: 08/1/2009 - 7/31/2010			Salary 8/1/2009	Salary 1/1/2010	Salary for 12 month
Slot #	Employee Name	Employee Title	12/31/2009	7/31/2010	Grant Period
028-0001		Bi-National Surv. Liaison	\$ 12,610.00	\$ 18,536.74	\$ 31,146.74
028-0002		Data Entry/Surveillance	\$ 12,610.00	\$ 18,536.74	\$ 31,146.74
028-0004		Bi-National Surv. Nurse	\$ 20,204.58	\$ 29,700.74	\$ 49,905.32
	EWIDS Salary		\$ 45,424.58	\$ 66,774.22	\$ 112,198.80
	FICA	7.65%	\$ 3,474.98	\$ 5,108.23	\$ 8,583.21
	Retirement	8.92%	\$ 4,051.87	\$ 5,956.26	\$ 10,008.13
	Unemployment	0.50%	\$ 227.12	\$ 333.87	\$ 560.99
	Worker's Comp.	3.27%	\$ 1,485.38	\$ 2,183.52	\$ 3,668.90
	Health Insurance	\$4,164/Yr.			\$ 12,491.97
	Life Insurance	\$33/Yr.			\$ 99.00
	Ewids Fringe Benefit		\$ 9,239.36	\$ 13,581.88	\$ 35,412.21
	EWIDS Sal/FB		\$ 54,663.94	\$ 80,356.10	\$ 147,611.01

**SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code,
Chapter 111, Subchapter C**

ATTEST CO. CLERK

**COMMISSIONER COURT
2009 SALARY SCHEDULE**

9-1293-441-10-340-028-9

AI - 16608

BORDER/EWINS

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	BI-NATIONAL SURVEILLANCE LIAISON	26,250.00	0.00	26,250.00	0.05	1,312.50	687.50	28,250.00	28,250.00	0.00	0.00	0.00	0.00	0.00	28,250.00
0002	113	DATA ENTRY/SURVEILLANCE	26,250.00	0.00	26,250.00	0.05	1,312.50	687.50	28,250.00	28,250.00	0.00	0.00	0.00	0.00	0.00	28,250.00
0004	113	BI-NATIONAL SURVEILLANCE NURSE	41,418.00	0.00	41,418.00	0.05	2,071.00	0.00	43,489.00	43,489.00	0.00	0.00	0.00	0.00	0.00	43,489.00
			93,918.00	0.00	93,918.00		4,696.00	1,375.00	99,989.00	99,989.00	0.00	0.00	0.00	0.00	0.00	99,989.00

AI-16604

12.D.

**Health Division - FY 2010 Bioterrorism Contract
CC REGULAR**

Date: 07/28/2009
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: Health & Human Services Dept.

Information

CAPTION

1. Requesting approval to accept the attached Bioterrorism Grant Contract # 2009-031925, Attachment # 001, in the amount of \$606,497.91 for the period 8/1/2009 to 7/31/2010.
2. Approval of Certification of Revenues as certified by the County Auditor for the Bioterrorism Grant Contract.
3. Requesting approval to create one(1) Flu Surveillance Technician position, slot # 013-0013, with a budgeted annual salary of \$30,264.00 (see attached Job Description and Personnel Adjustment Request Form).
4. Requesting approval of the attached Bioterrorism Contract Budget and Salary Schedules for the period 8/1/2009 to 7/31/2010 (Account # 9-1293-441-00-340-013-0). Contingent on classification and compensation project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-013-0-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds for the Bioterrorism Grant Contract in the amount of \$606,497.91

Revenue account# 9-1293-334-10-340-013-9-000

Attachments

Link: [Bio Contract](#)
Link: [Bio Flu Surv](#)
Link: [Per Adj Req](#)
Link: [Bio Salary Rev](#)
Link: [Bio Budget Rev](#)
Link: [County salary schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2009 04:43 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/24/2009 03:34 PM	APRV
3	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Dan Beltran

Started On: 07/21/2009 04:17 PM

Final Approval Date: 07/24/2009

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number **2009-031925** (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and **HIDALGO COUNTY HEALTH DEPARTMENT** (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is **\$606,497.91**, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on **08/01/2009** and ends on **07/31/2010**. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2009-031925-001 CPS-BIOTERRORISM PREPAREDNESS
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY

Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243

Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY HEALTH DEPARTMENT

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

Printed Name and Title

Director, Client Services Contracting Unit

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

(512) 458-7470

Telephone Number

Bob.Burnette@dshs.state.tx.us

E-mail Address for Official Correspondence

DOCUMENT NO. 2009-031925-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000352191

CONTRACTOR: HIDALGO COUNTY HEALTH DEPARTMENT

DSHS PROGRAM: CPS-BIOTERRORISM PREPAREDNESS

TERM: 08/01/2009 THRU: 07/31/2010

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Centers for Disease Control and Prevention (CDC) Budget Period 10 Cooperative Agreement Work Plan for Public Health Emergency Preparedness (Funding Opportunity AA154) designed to upgrade and integrate state and local public health jurisdictions' preparedness for and response to bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies.

CONTRACTOR shall continue to address the following CDC Public Health Emergency Preparedness (PHEP) Goals:

- **Goal 1 – Prevent:** Increase the use and development of interventions known to prevent human illness from chemical, biological, radiological agents, and naturally occurring health threats.
- **Goal 2 – Prevent:** Decrease the time needed to classify health events as terrorism or naturally occurring in partnership with other agencies.
- **Goal 3 – Detect/Report:** Decrease the time needed to detect and report chemical, biological, radiological agents in tissue, food, or environmental samples that cause threats to the public's health.
- **Goal 4 – Detect/Report:** Improve the timeliness and accuracy of information regarding threats to the public's health as reported by clinicians and through electronic early event detection in real time to those who need to know.
- **Goal 5 – Investigate:** Decrease the time to identify causes, risk factors, and appropriate interventions for those affected by threats to the public's health.
- **Goal 6 – Control:** Decrease the time needed to provide countermeasures and health guidance to those affected by threats to the public's health.
- **Goal 7 – Recover:** Decrease the time needed to restore health services and environmental safety to pre-event levels.
- **Goal 8 – Recover:** Increase the long-term follow-up provided to those affected by threats to the public's health.
- **Goal 9 – Improve:** Decrease the time needed to implement recommendations from after-action reports following threats to the public's health.

CONTRACTOR will support the following Department of State Health Services (DSHS) Health and Medical Priority Projects for FFY09:

- Countermeasure Distribution
 - **Contractor shall document the following evidence-based benchmarks and objective standards:**
 - Demonstrate capability to dispense material during a public health emergency to include:
 - Obtain a minimum score of 80 on the Strategic National Stockpile (SNS) Technical Assistance Report (TAR) by completing required plans, procedures, memorandums of agreement for resources needed, and rosters of staff and/or volunteers for response.
 - Conduct at least two (2) Points of Dispensing (POD) drills and submit corresponding documentation by July 31, 2010. These drills will include staff call down and at least one (1) of the following: site activation, facility set-up, dispensing, and/or modeling of throughput.
 - Identify priority group members within the jurisdictional population for pandemic influenza countermeasure distribution.
 - If required to participate in the Countermeasure Response Administration (CRA) 2009 Pandemic Influenza Vaccine Administration Exercise, provide required documentation regarding 2009 seasonal influenza mass vaccination clinics.
- Disease Surveillance
 - Improve disease surveillance by assisting hospital and reference laboratories processing of electronic messages to increase the number of laboratory observations in the National Electronic Disease Surveillance System (NEDSS)
- Tactical Communications
 - Improve local public health capabilities in redundant communication methods including use of mobile radio communications that are interactive with local and regional emergency first responders.
 - Developing communication caches within Health Service Regions that can be used at a location that has suffered a significant emergency event.
- All Hazards Planning
 - Assist if needed in completing the Medical Special Needs appendix to Annex H of the State of Texas Emergency Management Plan
- Workforce Training
 - Facilitate competency based educational activities.

DSHS encourages partnership and cooperation within and between jurisdictions in the State of Texas related to preparedness activities. Partnership opportunities may include, but are not limited to, planning activities, exercises, training and response to events or emergencies.

Contractor shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:

- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- Public Law 109-417, Pandemic and All Hazards Preparedness Act of 2006, and
- Chapter 81, Texas Health and Safety Code.

Contractor shall comply with all applicable regulations, standards and guidelines in effect on the beginning date of this Program Attachment.

This is an interlocal agreement under Chapter 791 of the Government Code.

Through this Program Attachment DSHS and Contractor are furnishing a service related to homeland security and under the authority of Texas Government Code § 421.062, neither agency is responsible for any civil liability that may arise from furnishing any service under this Program Attachment.

The following documents are incorporated by reference and made a part of this Program Attachment:

- Budget Period 10 funding for continuation of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement guidance (dated September 21, 2007);
- CDCs Local Emergency Preparedness and Response Inventory;
- Project Period Public Health Emergency Preparedness Work Plan for Local Health Departments (FY2007-FY2010), attached as Exhibit A;
- Contractor's SFY10 Applicant Information and Budget Detail for SFY10 base cooperative agreement; and
- Preparedness Program Guidance(s) as provided by DSHS.

Contractor shall coordinate activities and response plans within the jurisdiction, with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.

If Contractor agrees to perform public health preparedness services for another county in exchange for all or a portion of the other county's funding allocation, Contractor shall submit to DSHS a signed Memorandum of Agreement (MOA) between Contractor and the other county with the first (1st) Quarterly report. The MOA shall outline services, timelines, deliverables and the amount of funds agreed upon by both parties.

Contractor shall notify DSHS in advance of Contractor's plans to participate in or conduct local exercises, in a format specified by DSHS. Contractor shall participate in statewide exercises planned by DSHS as needed to assess the capacity of Contractor to respond to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies. Contractor shall prepare after-action reports, documenting and

correcting any identified gaps or weaknesses in preparedness plans identified during exercises, in a format specified by DSHS.

Contractor shall cooperate with DSHS to coordinate all planning, training and exercises performed under this Program Attachment with the State of Texas, Governor's Division of Emergency Management of the State of Texas, or other points of contact at the discretion of the division, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

Contractor shall participate in the Texas Disease Reporting Program described in Chapter 81, Texas Health and Safety Code by:

- Educating, training and providing technical assistance to local providers and hospitals on Texas reportable disease requirements;
- Monitoring participation by local providers and hospitals in appropriately reporting notifiable conditions;
- Conducting disease surveillance and reporting notifiable conditions to the appropriate DSHS regional office;
- Coordinating with DSHS regional Epidemiology Response Team members to build an effective statewide system for rapid detection of unusual outbreaks of illness through notifiable disease and syndromic or other enhanced surveillance; and
- Reporting immediately all illness resulting from bioterrorism, and chemical and radiological emergencies or other unusual events and data aberrations as compared to background surveillance data to DSHS regional office or to DSHS by calling 512-458-7219, 512-458-7228, 512-789-9033, or 512-826-7638.

Contractor shall coordinate all risk communication activities with DSHS Communications Unit by using DSHS's core messages posted on DSHS's website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

In the event of a public health emergency involving a portion of the state, Contractor shall mobilize and dispatch staff or equipment that were purchased with funds from this cooperative agreement and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS.

Contractor shall inform DSHS in writing if it shall not continue performance under this Program Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Program Attachment, including partial FTEs and temporary staff.

SECTION II. PERFORMANCE MEASURES:

Contractor shall complete activities and performance measures as outlined in the attached Exhibit A, Project Period Public Health Emergency Preparedness Work Plan for Local Health Departments (FY2010).

Contractor shall document the following evidence-based benchmarks and objective standards:

- Demonstrated capability to notify primary, secondary, and tertiary staff to cover all incident management functional roles during a complex incident.
- Obtain a minimum score of 80 on the Strategic National Stockpile (SNS) Technical Assistance Report (TAR).

Contractor shall provide reports as requested by DSHS to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

Contractor shall provide services in the following county(ies)/area: Hidalgo

SECTION III. SOLICITATION DOCUMENT:

N/A

SECTION IV. RENEWALS:

One (1) renewal dependent upon funding availability.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SOURCE OF FUNDS: *CFDA # 93.069*

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article, is revised to include:

Contractor shall submit quarterly progress reports to DSHS no later than thirty (30) days after the end of each quarter in a format specified by DSHS. Contractor shall provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance. If Contractor is legally prohibited from providing such reports, it shall immediately notify DSHS.

General Provisions, **Terms and Conditions of Payment** Article, is revised to include:

DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, **Allowable Costs and Audit Requirements** Article, is amended to include the following:

For the purposes of this Program Attachment, funds may not be used for research, reimbursement of pre-award costs, purchase vehicles of any kind, new construction, or to purchase incentive items.

General Provisions, **General Business Operations of Contractor** Article, **Overtime Compensation Section**, is not applicable to this Program Attachment.

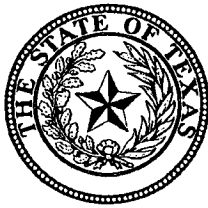
General Provisions, **General Business Operations of Contractor** Article, **Equipment Purchases Section**, is amended to allow the purchase of equipment at any time during the entire term of this Program Attachment.

Categorical Budget:

PERSONNEL	\$425,015.52
FRINGE BENEFITS	\$128,418.01
TRAVEL	\$8,615.00
EQUIPMENT	\$0.00
SUPPLIES	\$7,418.38
CONTRACTUAL	\$0.00
OTHER	\$37,031.00
TOTAL DIRECT CHARGES	\$606,497.91
INDIRECT CHARGES	\$0.00
TOTAL	\$606,497.91
DSHS SHARE	\$606,497.91
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$606,497.91

Financial status reports are due: 11/30/2009, 03/02/2010, 05/31/2010, 09/29/2010



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE

AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

2009-031925

Application or Contract Number

HIDALGO COUNTY HEALTH
DEPARTMENT

Organization Name

HIDALGO COUNTY

HEALTH ADMINISTRATION

Job Title: Flu Surveillance Technician

FLSA Status: Non-Exempt

Dept. Code:

Civil Service Status: Non-Exempt

SUMMARY:

Under the supervision of the Public Health Preparedness Coordinator and Director of Nurses, participates as a member of the Public Health Emergency Preparedness Division (PHEP), assists with Flu disease surveillance. Coordinates and ensures complete reporting/data exchange/specimen submission. Participates in outbreak investigations. Conducts other communicable disease surveillance. Participates in the training, planning, development, interpretation and assessment of natural or simulated responses (exercises/drills) to biological attack or infectious disease outbreaks. Prepares graphics and slides of epidemiologic data. Duties are performed with minimal supervision and with considerable latitude for use of initiative and independent judgment. Creates surveillance and case investigation forms, fact sheets, and brochures regarding notifiable conditions and bioterrorism response. Participates as a member of the Public Health Emergency Preparedness Division (PHEP); shall respond to all bioterrorism events or large disease outbreaks and other Public Health emergencies anywhere in the state. Will be required to be "on call" 24 hours a day, 7 days a week, 365 days a year.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, the Flu Surveillance Technician must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to work as a Flu Surveillance Technician.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Ensures proper Flu reporting from healthcare providers to Hidalgo County Health & Human Services Department.
- Is knowledgeable and ensures proper Flu specimen packaging, shipping and submission by healthcare providers as indicated by Texas Department of State Health Services (DSHS). Is familiar with viral transport medium (VTM) and rapid flu tests, and storage/dispensing.
- Works with health care providers to ensure DSHS Flu procedures/protocols/guidelines are followed.
- Sorts Flu confirmed and probable cases for Hidalgo County reported from DSHS and other sources.
- Submits required DSHS reports in relation to Flu surveillance.
- Assists in Flu Emergency Operations Center (EOC) and is familiar with Incident Command System.
- Becomes familiar with Centers for Disease Control and Prevention and DSHS Flu resources and websites.
- Educates Hidalgo County health care providers and citizens on Flu.
- Maintains list of hospitalized confirmed and probable cases for Hidalgo County. Becomes familiar with Flu lab interpretation.
- Completes Flu DSHS investigations forms, enters to NEDSS, faxes to DSHS.
- Enters and maintains list of "Other Public Health Interest" patients with Influenza-Like-Illness (ILI) spreadsheet.
- Works with Influenza Surveillance Coordinator and assists with weekly influenza surveillance reports.
- Works with pharmacies on Flu State Provided Antiviral use.
- Requests Medical Records from health care providers as needed.

- Participates as a member of the Public Health Emergency Preparedness Division (PHEP) and may respond to a bioterrorism event or disease outbreak. Assists in developing effective relationships and networks of communication to promote teamwork and collaboration in implementing bioterrorism response activities. Responds to written and verbal requests for disease reporting and bioterrorism defense information.
- Conducts routine disease surveillance activities. Contacts physicians, hospitals, laboratories and others to identify and collect data for persons with specific symptoms or disease. Works collaboratively with health care professionals to coordinate data collection procedures. Monitors incoming data to ensure accuracy and completeness and when necessary, contacts submitters to collect or correct data. Creates database structures and enters morbidity data. Performs database quality assurance review measures and data checks. Performs data queries for cleaning data. Conducts on-site evaluations of hospital and laboratory reporting. Reviews records to assess degree of recording. Maintains hard copy files.
- Assists with epidemiologic investigations. Interviews patients/case controls and reviews medical, laboratory, and other records from hospitals and physicians. Obtains patient consent and arranges specimen collection and submission when needed. May label lab samples and fill out lab submission slips. Contacts private labs to ensure specimens are forwarded to TDH lab as needed.
- Responds to written and verbal requests for morbidity data and information. Assists with data analysis. Prepares statistical data reports using a variety of software applications including Word, Word Perfect, Power Point, Excel, EpiInfo, Access, Harvard Graphics.
- Assists with surveillance and bioterrorism preparedness training. Prepares presentations and creates fact sheets and/or brochures.
- Performs other duties as necessary to fulfill Public Health Preparedness Response grant requirements.
- Performs other duties as assigned

EDUCATION AND EXPERIENCE:

- High school graduate or GED, college level health, science, or nursing courses are a plus.
- Minimum 1 year experience in health, public health, or related work is desirable.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:

- Knowledge of H1N1
- Basic knowledge of medical terminology, epidemiology, and Texas public health laws
- Basic knowledge of computer Software
- Skill in problem solving
- Skill in communicating effectively orally and in writing.
- Bilingual English/Spanish required
- Skill in preparing technical reports in a clear and concise manner.
- Skill in proofreading and editing documents.
- Basic skill in interpreting diagnostic laboratory results and information from medical charts.
- Ability to maintain effective working relationships with managers, co-workers, the public and professional groups.
- Ability to organize and prioritize workload and meet deadlines.
- Ability to work independently.
- Ability to work on multiple projects at the same time.
- Ability to maintain confidentiality.
- May be required to work other than normal hours including weekends and holidays.
- Must provide your own dependable transportation (automobile)

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee will encounter while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low. Work is usually performed in an office or clinical setting but may require outdoor work/home visits.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B, rabies, and possible anthrax and smallpox vaccines)

TB skin testing will be required initially and periodically.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- Walking on even and uneven surfaces
- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:

Required to follow all department safety regulations.



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Health & Human Services Department

DATE: 7-21-2009

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #:

REQUESTED POSITION TITLE: Flu Surveillance Technician
(For new positions or reclassifications)

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ 0 Current Budgeted Salary \$ 30,264.00 Proposed Budgeted Salary \$ 30,264.00 Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☒ Other FY 2010 Bioterrorism Contract for the period 8-1-2009 to 7-31-2010

POSITION Type:

Full Time Employee ☒ Part Time Employee ☐
Object 113 Object 114
Full Time Temporary ☐ Part Time Temporary ☐
Object 121 Object 122
Enter hourly rate for temp. positions
\$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
------------	----------	----------------------	----------------	------------------------------------

CIVIL SERVICE:	FLSA:
Exempt ☐	Exempt ☐
Non-Exempt ☒	Non-Exempt ☒
N/A ☐	

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

In order to provide in-depth surveillance and maintain accurate records of flu virus activity in Hidalgo County and surrounding area, a request for a Flu Surveillance Technician was included within the FY 2010 Bioterrorism Contract Application for the period 8-1-2009 to 7-31-2010. DSHS has granted approval and provided 100% grant funding in the new fiscal year contract. This is to request approval from Commissioner's Court for the new position.

NEW POSITION: Brief job description and attach a copy of the new job description.

see attached job description.

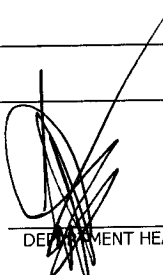
POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	July 21, 2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES ☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES ☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES ☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

**HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
BIOTERRORISM GRANT EMPLOYEE SALARY SCHEDULE
9-1293-441-00-340-013-0**

Term: 8/1/2009 - 7/31/2010			Salary 8/1/2009	Salary 1/1/2010	Salary for 12 month
Slot #	Employee Name	Employee Title	12/31/2009	7/31/2010	Grant Period
013-0001	Rubio, Evangelina	Public Health Prep Coord	\$ 24,739.17	\$ 36,366.11	\$ 61,105.28
013-0005	Elizondo, Rodney	SNS Coordinator/Planner	\$ 18,120.42	\$ 26,637.01	\$ 44,757.43
013-0007	Vargas, Lucila E.	LVN-Surveillance	\$ 20,204.58	\$ 29,700.74	\$ 49,905.32
013-0008	Carranza, Minerva	LVN-Surveillance	\$ 20,204.58	\$ 29,700.74	\$ 49,905.32
013-0010	Lopez, Graciela	Risk Communication Plann	\$ 13,235.00	\$ 19,455.45	\$ 32,690.45
013-0011	Maldonado, Silvia	Technician II-Surveillance	\$ 13,235.00	\$ 19,455.45	\$ 32,690.45
013-0009	Hernandez, Alberto	HAN	\$ 16,455.42	\$ 24,189.46	\$ 40,644.88
013-0004	Torres, Juan	Community Prep.Liaison	\$ 20,032.08	\$ 29,447.16	\$ 49,479.24
013-0012	Espinoza, Monica	Neds Technician	\$ 13,235.00	\$ 19,455.45	\$ 32,690.45
013-0013	Vacant	Flu Surveillance Tech.	\$ 12,610.00	\$ 18,536.70	\$ 31,146.70
	Bio-Terrorism Salary		\$ 172,071.25	\$ 252,944.27	\$ 425,015.52
	FICA	7.65%	\$ 13,163.45	\$ 19,350.24	\$ 32,513.69
	Retirement	8.92%	\$ 15,348.76	\$ 22,562.63	\$ 37,911.38
	Unemployment	0.50%	\$ 860.36	\$ 1,264.72	\$ 2,125.08
	Worker's Comp.	3.27%	\$ 5,626.73	\$ 8,271.28	\$ 13,898.01
	Health Insurance	\$4,164/Yr.			\$ 41,639.85
	Life Insurance	\$33/Yr.			\$ 330.00
	Bio Fringe Benefit		\$ 34,999.29	\$ 51,448.86	\$ 128,418.01
	Bio-Terrorism Sal/FB		\$ 207,070.54	\$ 304,393.13	\$ 553,433.53

DATE: July 14, 2009

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 9-1293-441-00-340-013-0 Bioterrorism Grant Contract

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code,
Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with
Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
9-1293-441-00-340-013-0-113	Regular F/T Employees	\$ 425,015.52
9-1293-441-00-340-013-0-220	FICA	\$ 32,513.69
9-1293-441-00-340-013-0-230	Retirement	\$ 37,911.38
9-1293-441-00-340-013-0-250	Unemployment Compensation	\$ 2,125.08
9-1293-441-00-340-013-0-260	Workers Compensation	\$ 13,898.01
9-1293-441-00-340-013-0-211	Health Insurance	\$ 41,639.85
9-1293-441-00-340-013-0-212	life Insurance	\$ 330.00
9-1293-441-00-340-013-0-581	Travel In County	\$ 770.00
9-1293-441-00-340-013-0-583	Travel Out of County	\$ 7,845.00
9-1293-441-00-340-013-0-601	Office & Computer Supplies	\$ 3,202.38
9-1293-441-00-340-013-0-531	Telephone	\$ 12,243.00
9-1293-441-00-340-013-0-532	Wireless Devices	\$ 11,138.00
9-1293-441-00-340-013-0-534	Internet	\$ 2,600.00
9-1293-441-00-340-013-0-413	Electronic Surveillance & Security	\$ 462.00
9-1293-441-00-340-013-0-442	Equipment & Vehicle Rentals	\$ 6,588.00
9-1293-441-00-340-013-0-626	Gasoline/Fuel	\$ 1,000.00
9-1293-441-00-340-013-0-432	Equipment & Vehicle R&M Service	\$ 1,000.00
9-1293-441-00-340-013-0-584	Registration Fees	\$ 2,000.00
9-1293-441-00-340-013-0-603	Educational/Instructional Supplies	\$ 812.00
9-1293-441-00-340-013-0-604	Medical and Laboratory Supplies	\$ 846.00
9-1293-441-00-340-013-0-812	Software License Renewals	\$ 2,558.00
9-1293-334-10-340-013-0-000	TDH PHPSB Revenues	606,497.91
	TOTAL BUDGET	\$ 606,497.91

INCREASE REQUEST \$

Revenue Account #

REASON: Implement FY2010 Bioterrorism Contract Budget for the period 8/1/2009 - 7/31/2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT

DATE

ATTEST CO. CLERK

**COMMISSIONER COURT
2009 SALARY SCHEDULE**

9-1293-441-00-340-013-9

AI - 16604

TDH PHPSB

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplern. 117	Auto A. 118	Clothing 119	
0001	113	PUBLIC HEALTH PREP COORDINATOR	56,547.00	0.00	56,547.00	0.05	2,827.00	0.00	59,374.00	59,374.00	0.00	0.00	0.00	0.00	0.00	59,374.00
0004	113	COMMUNITY PREP LIAISON	45,788.00	0.00	45,788.00	0.05	2,289.40	0.00	48,077.40	48,077.00	0.00	0.00	0.00	0.00	0.00	48,077.00
0005	113	SNS COORD/PLANNER	41,418.00	0.00	41,418.00	0.05	2,070.90	0.00	43,488.90	43,489.00	0.00	0.00	0.00	0.00	0.00	43,489.00
0007	113	LVN / SURV	41,418.00	0.00	41,418.00	0.05	2,071.00	0.00	43,489.00	43,489.00	0.00	0.00	0.00	0.00	0.00	43,489.00
0008	113	LVN-SURVEILLANCE	41,418.00	0.00	41,418.00	0.05	2,071.00	0.00	43,489.00	43,489.00	0.00	0.00	0.00	0.00	0.00	43,489.00
0009	113	HAN	37,612.00	0.00	37,612.00	0.05	1,880.60	0.00	39,492.60	39,493.00	0.00	0.00	0.00	0.00	0.00	39,493.00
0010	113	RISK COMM PLANNER	28,264.00	0.00	28,264.00	0.05	1,413.00	587.00	30,264.00	30,264.00	0.00	0.00	0.00	0.00	0.00	30,264.00
0011	113	TECHNICIAN II-SURVEILLANCE	28,264.00	0.00	28,264.00	0.05	1,413.00	587.00	30,264.00	30,264.00	0.00	0.00	0.00	0.00	0.00	30,264.00
0012	113	NEDS TECHNICIAN	27,815.00	0.00	27,815.00	0.05	1,391.00	609.00	29,815.00	29,815.00	0.00	0.00	0.00	0.00	0.00	29,815.00
		CREATE POSITION:														
																
0013	113	FLU SERVEILLANCE TECHNICIAN	0.00	30,264.00	30,264.00	0.0	0.00	0.00	30,264.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			348,544.00	0.00	348,544.00		17,426.90	1,783.00	367,753.90	367,754.00	0.00	0.00	0.00	0.00	0.00	367,754.00

Approval to create one(1) Flu Surveillance Technician position, slot # 013-0013, with a budgeted annual salary of \$30,264.00. Pending CC approval.

Approval of the 2009 Interlocal Cooperation Agreements CC REGULAR

Date: 07/28/2009
Submitted By: Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For: A.A. Tony Pena, Jr.
Department: EMERGENCY SERVICES DIVISION
Agenda Category: Emergency Services Division

Information

CAPTION

Fire Marshal's Office:
 Discussion and approval of the following 2009 Interlocal Cooperation Agreements:

1. La Joya Fire Department
2. Sullivan City Fire Department

BACKGROUND

2009 Rural Fire Services Cooperative Agreement approved by CC 04/28/09 (AI-15198).

1. La Joya (1 original)
2. Sullivan City (1 original)

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1100-422-20-300-0XX-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1100-422-20-300-009-0-841; \$16,225.00 available balance
 9-1100-422-20-300-026-0-841; \$10,000.00 available balance

Attachments

Link: [La Joya Contract](#)

Link: [Sullivan City Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2009 04:42 PM	APRV
2	Roland Garcia	Rolando Garcia	07/24/2009 01:42 PM	APRV
3	Auditor's Office	Angela Garcia	07/24/2009 05:10 PM	APRV

Form Started By: Yolanda Orozco Started On: 07/21/2009 04:01 PM

Final Approval Date: 07/24/2009

Interlocal Cooperation Agreement between _____ and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the th 18 day of May, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of LA JOYA, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the _____ day of _____, 2009.

City/Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

- 1.1 This contract shall be for a period commencing on _____, and shall terminate on December 31, 2009.
- 1.2 After December 31, 2009, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.
- 1.3 Either party has the option to terminate this Contract by written notification, sixty (60) days prior to cancellation.
- 1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.
- 1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

- 2.1 AUTHORIZED BURNING** – any incident that requires the City/Entity non-emergency response at the Fire Marshal's request to supervise and manage a controlled burn. This does not preclude the property owner from making direct arrangements with the City/Entity for the supervision. Property owner must have in their possession a valid burn permit issued by the Fire Marshal and any other State or Federal authority, adequate equipment and resources on the property to deal with any contingencies.
- 2.2 BEE ATTACK** – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s); or where there is an immediate danger to the general public from a moving swarm.
- 2.3 CATEGORY** – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.
- 2.4 COUNTY FIRE MARSHAL** – the person appointed by the Commissioners Court who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a licensed peace officer position and includes any Deputy Fire Marshal.
- 2.5 CITY/ENTITY** - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers, and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.
- 2.6 EMERGENCY SERVICES** – call for services provided by the City/Entity in rural and un-incorporated areas within Hidalgo County.
- 2.7 FIRE DEPARTMENT** - any fire suppression based organization whose members are paid, volunteer, or any combination thereof, that has the capability, capacity, training and ability to respond to emergency situation.
- 2.8 COUNTY FIRE INVESTIGATORS** – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.
- 2.9 DEPUTY FIRE MARSHAL** – Those officers designated and commissioned as peace officers by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.10 ELECTRICAL – pertaining to or operated by electricity, electrical current used or regarded as a source of energy and/or power.

2.11 EMERGENCY CALL – any request for assistance from a City/Entity, primary or secondary, that requires the use of visual and/or audible emergency notification equipment in its' response. The discretion of the use of the visual/audible equipment shall be within the rules and regulations and/or policies and procedures of the responding fire department.

2.12 EXPLOSION – the sudden loud release of energy and a rapidly expanding volume of gas that occurs when a bomb detonates or gas explodes; a bursting with a loud noise, or a shattering of something into many pieces; a loud noise that occurs suddenly.

2.13 False Alarm – The willful and knowing initiation or transmission of a signal, message, or other notification of an event of fire when not such danger exists.

2.14 FALSE ALARM CALL - Any emergency response to a mischievous or malicious call; or fire alarm system malfunction that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding City/Entity must notify the Fire Marshal by the next working date, so the property owner may be notified. The Fire Marshal shall notify the property owner and/or alarm company that any future response may result in a Class C Misdemeanor citation to the person responsible for maintaining the alarm.

2.15 FIRE ALARM – The giving, signaling or transmission to any public fire station, or company, or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire at or near the place indicated by the person giving, signaling, or transmitting such information.

2.16 FIREFIGHTING – Any working fire upon arrival, that involves any structure - standing or collapsed and smoldering; an explosion with or without fire, a petroleum based fire; any fire that is fueled by natural vegetation, including brush or grass; any fire involving rubbish that encompasses an area greater than one-half acres or one-half city block measured at 150'x 150'.

2.17 GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required to deal with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

2.18 HAZARDOUS MATERIAL INCIDENT – any response to any incident at the first responder level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material containment, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

2.19 ICS – Incident Command System, as defined by the National Incident Management System.

2.20 INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2.21 LANDING ZONE – Any response where the sole purpose is to establish and assist in providing any helicopter landing zone.

2.22 LAW ENFORCEMENT ASSISTANCE – any non-fire assistance rendered any law enforcement agency, and includes, but is not limited to – vehicle recovery (water), traffic control, crowd control, and “standing-by” for any situation in pursuance of a law enforcement mission.

2.23 MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

2.24 MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider and the situation dictates immediate medical attention due to the delay by the EMS provider. It does not include immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

2.25 MUTUAL AID – Situations where a City/Entity is requested to assist another City/Entity to perform any emergency services pursuant to the provisions of Section IV or an emergency situation where a primary responding City/Entity requests assistance from another City/Entity or Department.

2.26 MUTUAL AID – A Primary City/Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary City/Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help achieve the objective. Each Secondary City/Entity summoned and that responds is eligible to receive the rate of pay as the primary city/entity. The Fire Chief or designee, for the Primary City/Entity must submit written documentation detailing the reason for a multiple alarm. The call for additional resources made by the Primary City/Entity from the Secondary City/Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the City/Entity. The Fire Marshal and/or Emergency Management Coordinator may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them.

2.27 NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

2.28 NIMS – National Incident Management System

2.29 OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

2.30 PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes propane, natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium.

2.31 PETROLEUM BASED INCIDENT STANDBY – where the response is for valve shut off / capping at or before the source and/or to stand-by for utility company response.

2.32 PRIMARY CITY – the City/Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

2.33 PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal or County Emergency Management Coordinator.

2. 34 RECOVERY CALL – Body - Any recovery of a drowning victim from any body of water.

2.35 REIMBURSEMENT PLAN – method by which a City/Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

2.36 REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

2.37 RESCUE CALLS – Any emergency rescue of person(s) in water. Any emergency rescue or extrication of person(s) from any enclosed area, i.e. elevators, building collapse, confined rescue, etc.

2.38 RESPONSE AREA – the geographical area assigned to the City/Entity within the rural areas of the County, wherein the respective City/Entity would be responsible for primary response to an emergency call for service.

2.39 RUBBISH – trash, garbage, or other unwanted things, and includes any tangible item discarded, collected, or recycled.

2.40 RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

2.41 RURAL RESPONSE DISTRICT – The area designated for the respective Primary City/Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

2.42 SEARCH and RESCUE CALLS – all rescues of person(s) whether living or dead, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse, recovery of victim(s), i.e. drowning, heat exhaustion, etc.

2.43 SECONDARY CITY – the City/Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred as per Section III, Subsection B of this contract. The response may occur anywhere within the County and may be based on geographical assignment or capability.

2.44 SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

2.45 SPECIAL SITUATIONS – Any situation in which the City/Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time (more than one operational period). The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the City/Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

2.46 STRUCTURE – any construction, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

2.47 TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

2.48 UNAUTHORIZED BURNING – that requires City/Entity personnel emergency response to and to deal with the public and/or manage property owner extinguishment. Rubbish fires are excluded from this category, unless they fall under the auspices of Section 4.a.1. An unauthorized burn is any fire regardless of size and scope, where the property owner; does not have a valid burn permit; is conducting the burn outside the scope and authority of a valid burn permit, or initiates any fire during a burn-ban period.

2.49 VEHICLE – has the same meaning found in the Texas Transportation Code – Subtitle C. Subchapter C. Section 541.201.23.a

2.50 VEHICULAR ACCIDENT – any motor vehicle or automobile collision regardless of amount of or type vehicles involved.

2.51 VEHICULAR EXTRICATION – any emergency extrication of person(s) from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

2.52 VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle or three (3) or more passenger vehicles.

2.53 VEHICULAR – relating to, involving, or for use by vehicles, especially motor vehicles; caused by or resulting from the operation of a vehicle

2.54 WASH DOWN – Any petroleum based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

2.55 WILDLAND FIRE - Any fire occurring in vegetation areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires a response of three (3) or more City/Entity departments to manage and control.

2.56 WIRELINE INCIDENTS – where the response is such nature that there is a “downed-wire” or “low-hanging wire” - but no fire, and the responding City/Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

3.0 CITY/ENTITY RESPONSIBILITIES

- 3.1 City/Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.
- 3.2 City/Entity hereby agrees to the designation of Primary (response) City within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each City/Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned City/Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating City/Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.
- 3.3 City/Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.
- 3.4 City/Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.
- 3.5 City/Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the City/Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the City/Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.
- 3.6 City/Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.
- 3.7 City/Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the City/Entity. City/Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

- 3.8 During extended operations as designated by the Incident Commander, the City/Entity agrees to provide adequate hydration and sustenance for its' firefighters/emergency response personnel.
- 3.9 City/Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

4.0 COUNTY RESPONSIBILITIES

- 4.1 In consideration for the City/Entitys' Rural Emergency Services, the County will reimburse the City/Entity in the manner provided herein.
- 4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 ADMINISTRATION

- a. Administration of Fire Marshal's Office
- b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
- c. Commercial Building Inspections
- d. Fire Safety Inspections
- e. Adult and Child Day Care Facility Inspections
- f. Health Care Facility Inspections
- g. Existing and New Construction Inspections
- h. Implementation and Enforcement of the most current version of the International Fire Code.
- i. Issuance and Regulation of Burn Permits in Rural County areas
- j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
- k. Plat/Plan Reviews and approvals

4.2.2 INVESTIGATIONS

- a. Conduct Fire Investigations
- b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
- c. Provide Information and Reports
- d. Provide assistance to municipal departments with Fire Investigations, upon request.
- e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 FIRE PREVENTION

- a. Plan, coordinate and direct activities.
- b. Conduct and participate in training with all Fire Departments.
- c. Acquire and maintain equipment.
- d. Conduct public education.
- e. Perform fire safety presentations.

4.2.4 ADMINISTER RURAL EMERGENCY SERVICES CONTRACT

- a. Review and process all requests for reimbursements.
- b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 RESPONSE

- a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
- b. Will respond to any major incidents.
- c. Will integrate into the NIMS/ICS structure as appropriate
- d. Will assist the Incident Commander with any duties as assigned.
- e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

- 5.1 City/Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the City/Entity.

- 5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.
- 5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each City/Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or its duly authorized representative, the City/Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.
- 5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective City/Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

- 6.1 County shall reimburse City/Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 City/Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis, any Rural Emergency Service Incident Reports to the County Fire Marshal by the 15th calendar date of the following month in which the emergency services were provided. If the 15th calendar date falls on a weekend or holiday, the monthly reports shall be due by the next business date. Reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the City/Entity with an explanation for the disapproval or change to the Fire Chief of city/entity for his approval or challenge within ten (10) working days of receipt of invoices from City/Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all City/Entity(s) within Hidalgo County and shall calculate the amount due each City/Entity.

a. Any and all disputes of City/Entity reports shall be addressed directly to the Fire Marshal and/or the City/Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the City/Entity within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	CATEGORY I (CI)	Flat rate of \$1000.00 per incident.
(6.1.4.II.)	CATEGORY II (CII)	Flat Rate of \$ 600.00 per incident
(6.1.4.III.)	CATEGORY III (CIII)	Flat Rate of \$ 425.00 per incident.
(6.1.4.IV.)	CATEGORY IV (CIV)	Flat Rate of \$ 275.00 per incident.
(6.1.4.V.)	CATEGORY V (CV)	Flat Rate of \$ 125.00 per incident.
(6.1.4.VI.)	CATEGORY VI (CVI)	<i>Based on expenditure on a case by case basis. Must have pre-approval by County Fire Marshal or County Emergency Manager, and only during a declared emergency or declared disaster, or any incident involving more than one operational period.</i>

6.1.4.I. CATEGORY I. A rate of 1000.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 FIREFIGHTING (as primary department)**
- .2 HAZARDOUS MATERIALS INCIDENT**
- .3 MASS CASUALTY**
- .4 RESCUE CALLS**
- .5 VEHICLE FIRE**
- .6 VEHICULAR EXTRICATION**
- .7 PUBLIC WORKS RESPONSE**
- .8 REGIONAL MEDICAL RESPONSE TEAM**
- .9 SECONDARY CITY/ENTITY (in place of primary department.)**
- .10 SPECIAL SITUATIONS**

6.1.4.II. CATEGORY II. A rate of 600.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 UNAUTHORIZED BURNING**
- .2 AUTHORIZED BURNING**
- .3 MEDICAL CALL**
- .4 MUTUAL AID**

6.1.4.III CATEGORY III. A Rate of \$ 425.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 WASH DOWN**
- .2 RECOVERY CALL - BODY**
- .3 BEE ATTACK**
- .4 PETROLEUM BASED INCIDENT STANDBY**
- .5 WIRELINE INCIDENTS**
- .6 LAW ENFORCEMENT ASSISTANCE**

6.1.4.IV. CATEGORY IV. At a rate of \$ 275.00 per incident, as so stated, shall apply, during the term of this contract.

- .1 TRAFFIC CONTROL**
- .2 LANDING ZONE**

6.1.4.V. CATEGORY V. At a rate of \$125.00 per incident, as so stated, shall apply, during the term of this contract.

- .1 FALSE ALARM CALL**
- .2 GOOD INTENT CALLS**
- .3 SERVICE CALLS**

CATEGORY VI – This is a special category designed to reimburse City/Entity for any consumables during a declared state of emergency or declared state of disaster, or wherein response efforts are prolonged due to exigent circumstances; involve more than one operational period, and City/Entity is forced by the very nature of the incident to continue operations in the interest of public safety, and include nourishment and hydration products. City/Entity are expected to respond as a self-sufficient organization for at least one operational period.

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from City/Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, City/Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, City/Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of City/Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 CONFLICT WITH APPLICABLE LAW. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between the provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof,

contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed.

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City/Entity

City of La Jota
P.O. Box H
LA Jota, Texas 78560

If to County:

County of Hidalgo

J.D. Salinas, III, County Judge
100 East Cano – 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States Mail.

9.6 ADDITIONAL DOCUMENTS. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 HEADINGS. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties signatures are executed.)

CITY OF La Joya

Wille L Fo
By: William "Bully" Leo, Mayor

7/6/09
Date

ATTEST:

Julianita Sabala
City Secretary, Julianita Sabala

COUNTY OF HIDALGO

J.D. Salinas, III – County Judge

Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP

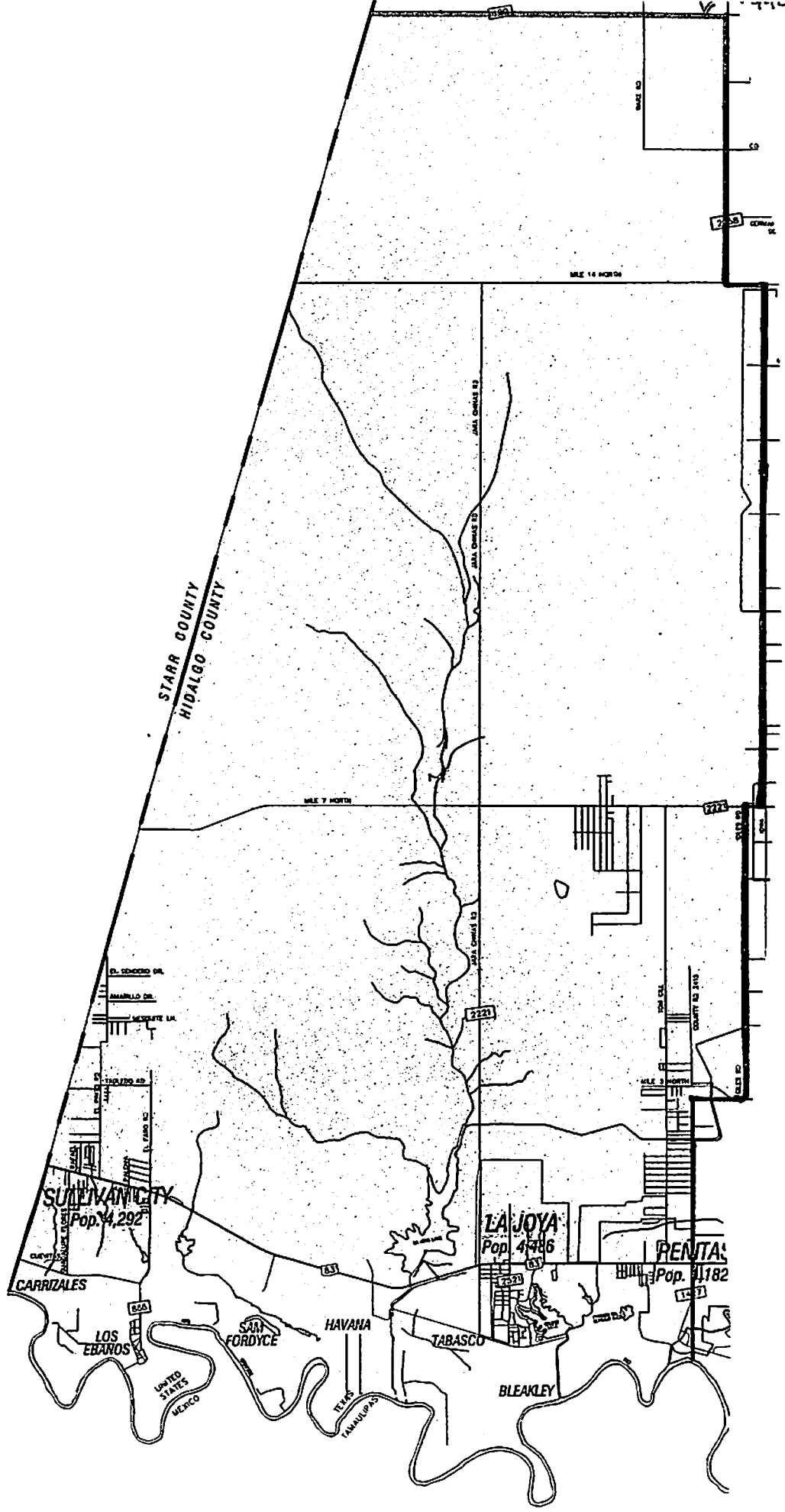
By: _____
Stephen L. Crain

County of Hidalgo
Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____	
DATE: _____ ALARM TIME: _____ ARRIVAL TIME: _____ DEPART TIME: _____	
SITUATION REPORTED: _____ SITUATION FOUND: _____	
MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____	
_____ NON-APPLICABLE DEPARTMENT: _____	
CALLER NAME: _____ REQUESTING PERSON: _____	
CALLER NAME: _____	METHOD OF ALARM: _____ 911
CALLER ADDRESS: _____	OTHER: _____ PHONE: _____
CALLER PHONE: _____	WALK-IN: _____
INCIDENT LOCATION: _____	
OCCUPANT NAME: _____ OWNER NAME: _____	
OWNER ADDRESS: _____	
OWNER PHONE #: _____ OCCUPANT PHONE #: _____	
INCIDENT CAUSE: _____	
TYPE OF ACTION TAKEN: _____	
UNITS RESPONDING: _____ UNITS COMMITTED: _____	
# OF PERSONNEL: _____ MILEAGE (ROUND TRIP): _____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____	

OFFICER IN CHARGE: _____	MEMBER MAKING REPORT: _____
ESTIMATED \$ LOSS: _____	ATTEST: _____
	FIRE CHIEF
REIMBURSEMENT REQUESTED: ___\$125.00 ___\$275.00 ___\$425.00 ___\$600.00 ___\$1000.00 HCFMO Approval Amount : ___\$125.00 ___\$275.00 ___\$425.00 ___\$600.00 ___\$1000.00	



Interlocal Cooperation Agreement between City of Sullivan City and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 18th day of May, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Sullivan City, TEXAS, a municipal corporation hereinafter called CITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the _____ day of _____, 2009.

City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

- 1.1 This contract shall be for a period commencing on _____, and shall terminate on December 31, 2009.
- 1.2 After December 31, 2009, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.
- 1.3 Either party has the option to terminate this Contract by written notification, sixty (60) days prior to cancellation.
- 1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.
- 1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

- 2.1 AUTHORIZED BURNING** – any incident that requires the City/Entity non-emergency response at the Fire Marshal's request to supervise and manage a controlled burn. This does not preclude the property owner from making direct arrangements with the City/Entity for the supervision. Property owner must have in their possession a valid burn permit issued by the Fire Marshal and any other State or Federal authority, adequate equipment and resources on the property to deal with any contingencies.
- 2.2 BEE ATTACK** – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s); or where there is an immediate danger to the general public from a moving swarm.
- 2.3 CATEGORY** – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.
- 2.4 COUNTY FIRE MARSHAL** – the person appointed by the Commissioners Court who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a licensed peace officer position and includes any Deputy Fire Marshal.
- 2.5 CITY/ENTITY** - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers, and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.
- 2.6 EMERGENCY SERVICES** – call for services provided by the City/Entity in rural and un-incorporated areas within Hidalgo County.
- 2.7 FIRE DEPARTMENT** - any fire suppression based organization whose members are paid, volunteer, or any combination thereof, that has the capability, capacity, training and ability to respond to emergency situation.
- 2.8 COUNTY FIRE INVESTIGATORS** – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.
- 2.9 DEPUTY FIRE MARSHAL** – Those officers designated and commissioned as peace officers by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.10 ELECTRICAL – pertaining to or operated by electricity, electrical current used or regarded as a source of energy and/or power.

2.11 EMERGENCY CALL – any request for assistance from a City/Entity, primary or secondary, that requires the use of visual and/or audible emergency notification equipment in its' response. The discretion of the use of the visual/audible equipment shall be within the rules and regulations and/or policies and procedures of the responding fire department.

2.12 EXPLOSION – the sudden loud release of energy and a rapidly expanding volume of gas that occurs when a bomb detonates or gas explodes; a bursting with a loud noise, or a shattering of something into many pieces; a loud noise that occurs suddenly.

2.13 False Alarm – The willful and knowing initiation or transmission of a signal, message, or other notification of an event of fire when not such danger exists.

2.14 FALSE ALARM CALL - Any emergency response to a mischievous or malicious call; or fire alarm system malfunction that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding City/Entity must notify the Fire Marshal by the next working date, so the property owner may be notified. The Fire Marshal shall notify the property owner and/or alarm company that any future response may result in a Class C Misdemeanor citation to the person responsible for maintaining the alarm.

2.15 FIRE ALARM – The giving, signaling or transmission to any public fire station, or company, or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire at or near the place indicated by the person giving, signaling, or transmitting such information.

2.16 FIREFIGHTING – Any working fire upon arrival, that involves any structure - standing or collapsed and smoldering; an explosion with or without fire, a petroleum based fire; any fire that is fueled by natural vegetation, including brush or grass; any fire involving rubbish that encompasses an area greater than one-half acres or one-half city block measured at 150'x 150'.

2.17 GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required to deal with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

2.18 HAZARDOUS MATERIAL INCIDENT – any response to any incident at the first responder level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material containment, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

2.19 ICS – Incident Command System, as defined by the National Incident Management System.

2.20 INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2.21 LANDING ZONE – Any response where the sole purpose is to establish and assist in providing any helicopter landing zone.

2.22 LAW ENFORCEMENT ASSISTANCE – any non-fire assistance rendered any law enforcement agency, and includes, but is not limited to – vehicle recovery (water), traffic control, crowd control, and “standing-by” for any situation in pursuance of a law enforcement mission.

2.23 MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

2.24 MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider and the situation dictates immediate medical attention due to the delay by the EMS provider. It does not include immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

2.25 MUTUAL AID – Situations where a City/Entity is requested to assist another City/Entity to perform any emergency services pursuant to the provisions of Section IV or an emergency situation where a primary responding City/Entity requests assistance from another City/Entity or Department.

2.26 MUTUAL AID – A Primary City/Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary City/Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help achieve the objective. Each Secondary City/Entity summoned and that responds is eligible to receive the rate of pay as the primary city/entity. The Fire Chief or designee, for the Primary City/Entity must submit written documentation detailing the reason for a multiple alarm. The call for additional resources made by the Primary City/Entity from the Secondary City/Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the City/Entity. The Fire Marshal and/or Emergency Management Coordinator may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them.

2.27 NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

2.28 NIMS – National Incident Management System

2.29 OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

2.30 PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes propane, natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium.

2.31 PETROLEUM BASED INCIDENT STANDBY – where the response is for valve shut off / capping at or before the source and/or to stand-by for utility company response.

2.32 PRIMARY CITY – the City/Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

2.33 PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal or County Emergency Management Coordinator.

2. 34 RECOVERY CALL – Body - Any recovery of a drowning victim from any body of water.

2.35 REIMBURSEMENT PLAN – method by which a City/Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

2.36 REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

2.37 RESCUE CALLS – Any emergency rescue of person(s) in water. Any emergency rescue or extrication of person(s) from any enclosed area, i.e. elevators, building collapse, confined rescue, etc.

2.38 RESPONSE AREA – the geographical area assigned to the City/Entity within the rural areas of the County, wherein the respective City/Entity would be responsible for primary response to an emergency call for service.

2.39 RUBBISH – trash, garbage, or other unwanted things, and includes any tangible item discarded, collected, or recycled.

2.40 RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

2.41 RURAL RESPONSE DISTRICT – The area designated for the respective Primary City/Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

2.42 SEARCH and RESCUE CALLS – all rescues of person(s) whether living or dead, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse, recovery of victim(s), i.e. drowning, heat exhaustion, etc.

2.43 SECONDARY CITY – the City/Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred as per Section III, Subsection B of this contract. The response may occur anywhere within the County and may be based on geographical assignment or capability.

2.44 SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

2.45 SPECIAL SITUATIONS – Any situation in which the City/Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time (more than one operational period). The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the City/Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

2.46 STRUCTURE – any construction, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

2.47 TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

2.48 UNAUTHORIZED BURNING – that requires City/Entity personnel emergency response to and to deal with the public and/or manage property owner extinguishment. Rubbish fires are excluded from this category, unless they fall under the auspices of Section 4.a.1. An unauthorized burn is any fire regardless of size and scope, where the property owner; does not have a valid burn permit; is conducting the burn outside the scope and authority of a valid burn permit, or initiates any fire during a burn-ban period.

2.49 VEHICLE – has the same meaning found in the Texas Transportation Code – Subtitle C. Subchapter C. Section 541.201.23.a

2.50 VEHICULAR ACCIDENT – any motor vehicle or automobile collision regardless of amount of or type vehicles involved.

2.51 VEHICULAR EXTRICATION – any emergency extrication of person(s) from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

2.52 VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle or three (3) or more passenger vehicles.

2.53 VEHICULAR – relating to, involving, or for use by vehicles, especially motor vehicles; caused by or resulting from the operation of a vehicle

2.54 WASH DOWN – Any petroleum based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

2.55 WILDLAND FIRE - Any fire occurring in vegetation areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires a response of three (3) or more City/Entity departments to manage and control.

2.56 WIRELINE INCIDENTS – where the response is such nature that there is a “downed-wire” or “low-hanging wire” - but no fire, and the responding City/Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

3.0 CITY/ENTITY RESPONSIBILITIES

- 3.1 City/Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.
- 3.2 City/Entity hereby agrees to the designation of Primary (response) City within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each City/Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned City/Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating City/Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.
- 3.3 City/Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.
- 3.4 City/Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.
- 3.5 City/Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the City/Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the City/Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.
- 3.6 City/Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.
- 3.7 City/Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the City/Entity. City/Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the City/Entity agrees to provide adequate hydration and sustenance for its' firefighters/emergency response personnel.

3.9 City/Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the City/Entitys' Rural Emergency Services, the County will reimburse the City/Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 ADMINISTRATION

- a. Administration of Fire Marshal's Office
- b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
- c. Commercial Building Inspections
- d. Fire Safety Inspections
- e. Adult and Child Day Care Facility Inspections
- f. Health Care Facility Inspections
- g. Existing and New Construction Inspections
- h. Implementation and Enforcement of the most current version of the International Fire Code.
- i. Issuance and Regulation of Burn Permits in Rural County areas
- j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
- k. Plat/Plan Reviews and approvals

4.2.2 INVESTIGATIONS

- a. Conduct Fire Investigations
- b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
- c. Provide Information and Reports
- d. Provide assistance to municipal departments with Fire Investigations, upon request.
- e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 FIRE PREVENTION

- a. Plan, coordinate and direct activities.
- b. Conduct and participate in training with all Fire Departments.
- c. Acquire and maintain equipment.
- d. Conduct public education.
- e. Perform fire safety presentations.

4.2.4 ADMINISTER RURAL EMERGENCY SERVICES CONTRACT

- a. Review and process all requests for reimbursements.
- b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 RESPONSE

- a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
- b. Will respond to any major incidents.
- c. Will integrate into the NIMS/ICS structure as appropriate
- d. Will assist the Incident Commander with any duties as assigned.
- e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

- 5.1 City/Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the City/Entity.

- 5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.
- 5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each City/Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or its duly authorized representative, the City/Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.
- 5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective City/Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

- 6.1 County shall reimburse City/Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:
- 6.1.1 City/Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis, any Rural Emergency Service Incident Reports to the County Fire Marshal by the 15th calendar date of the following month in which the emergency services were provided. If the 15th calendar date falls on a weekend or holiday, the monthly reports shall be due by the next business date. Reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the City/Entity with an explanation for the disapproval or change to the Fire Chief of city/entity for his approval or challenge within ten (10) working days of receipt of invoices from City/Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all City/Entity(s) within Hidalgo County and shall calculate the amount due each City/Entity.

a. Any and all disputes of City/Entity reports shall be addressed directly to the Fire Marshal and/or the City/Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the City/Entity within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	CATEGORY I (CI)	Flat rate of \$1000.00 per incident.
(6.1.4.II.)	CATEGORY II (CII)	Flat Rate of \$ 600.00 per incident
(6.1.4.III.)	CATEGORY III (CIII)	Flat Rate of \$ 425.00 per incident.
(6.1.4.IV.)	CATEGORY IV (CIV)	Flat Rate of \$ 275.00 per incident.
(6.1.4.V.)	CATEGORY V (CV)	Flat Rate of \$ 125.00 per incident.
(6.1.4.VI.)	CATEGORY VI (CVI)	<i>Based on expenditure on a case by case basis. Must have pre-approval by County Fire Marshal or County Emergency Manager, and only during a declared emergency or declared disaster, or any incident involving more than one operational period.</i>

6.1.4.I. CATEGORY I. A rate of 1000.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 FIREFIGHTING (as primary department)**
- .2 HAZARDOUS MATERIALS INCIDENT**
- .3 MASS CASUALTY**
- .4 RESCUE CALLS**
- .5 VEHICLE FIRE**
- .6 VEHICULAR EXTRICATION**
- .7 PUBLIC WORKS RESPONSE**
- .8 REGIONAL MEDICAL RESPONSE TEAM**
- .9 SECONDARY CITY/ENTITY (in place of primary department.)**
- .10 SPECIAL SITUATIONS**

6.1.4.II. CATEGORY II. A rate of 600.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 UNAUTHORIZED BURNING**
- .2 AUTHORIZED BURNING**
- .3 MEDICAL CALL**
- .4 MUTUAL AID**

6.1.4.III CATEGORY III. A Rate of \$ 425.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 WASH DOWN**
- .2 RECOVERY CALL - BODY**
- .3 BEE ATTACK**
- .4 PETROLEUM BASED INCIDENT STANDBY**
- .5 WIRELINE INCIDENTS**
- .6 LAW ENFORCEMENT ASSISTANCE**

6.1.4.IV. CATEGORY IV. At a rate of \$ 275.00 per incident, as so stated, shall apply, during the term of this contract.

- .1 TRAFFIC CONTROL**
- .2 LANDING ZONE**

6.1.4.V. CATEGORY V. At a rate of \$125.00 per incident, as so stated, shall apply, during the term of this contract.

- .1 FALSE ALARM CALL**
- .2 GOOD INTENT CALLS**
- .3 SERVICE CALLS**

CATEGORY VI – *This is a special category designed to reimburse City/Entity for any consumables during a declared state of emergency or declared state of disaster, or wherein response efforts are prolonged due to exigent circumstances; involve more than one operational period, and City/Entity is forced by the very nature of the incident to continue operations in the interest of public safety, and include nourishment and hydration products. City/Entity are expected to respond as a self-sufficient organization for at least one operational period.*

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from City/Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, City/Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, City/Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of City/Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 CONFLICT WITH APPLICABLE LAW. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between the provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof,

contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed.

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City: City of Sullivan City
 Rosendo "Cheno" Benavides
 P. O. Box249
 Sullivan City, Texas 78595

If to County: County of Hidalgo

J.D. Salinas, III, County Judge
100 East Cano – 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States Mail.

9.6 ADDITIONAL DOCUMENTS. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 HEADINGS. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES

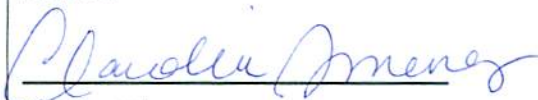
(In duplicate originals effective on the day both parties signatures are executed.)

CITY OF

By: 

Date 7/13/09

ATTEST:


City Secretary

COUNTY OF HIDALGO

J.D. Salinas, III – County Judge

Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

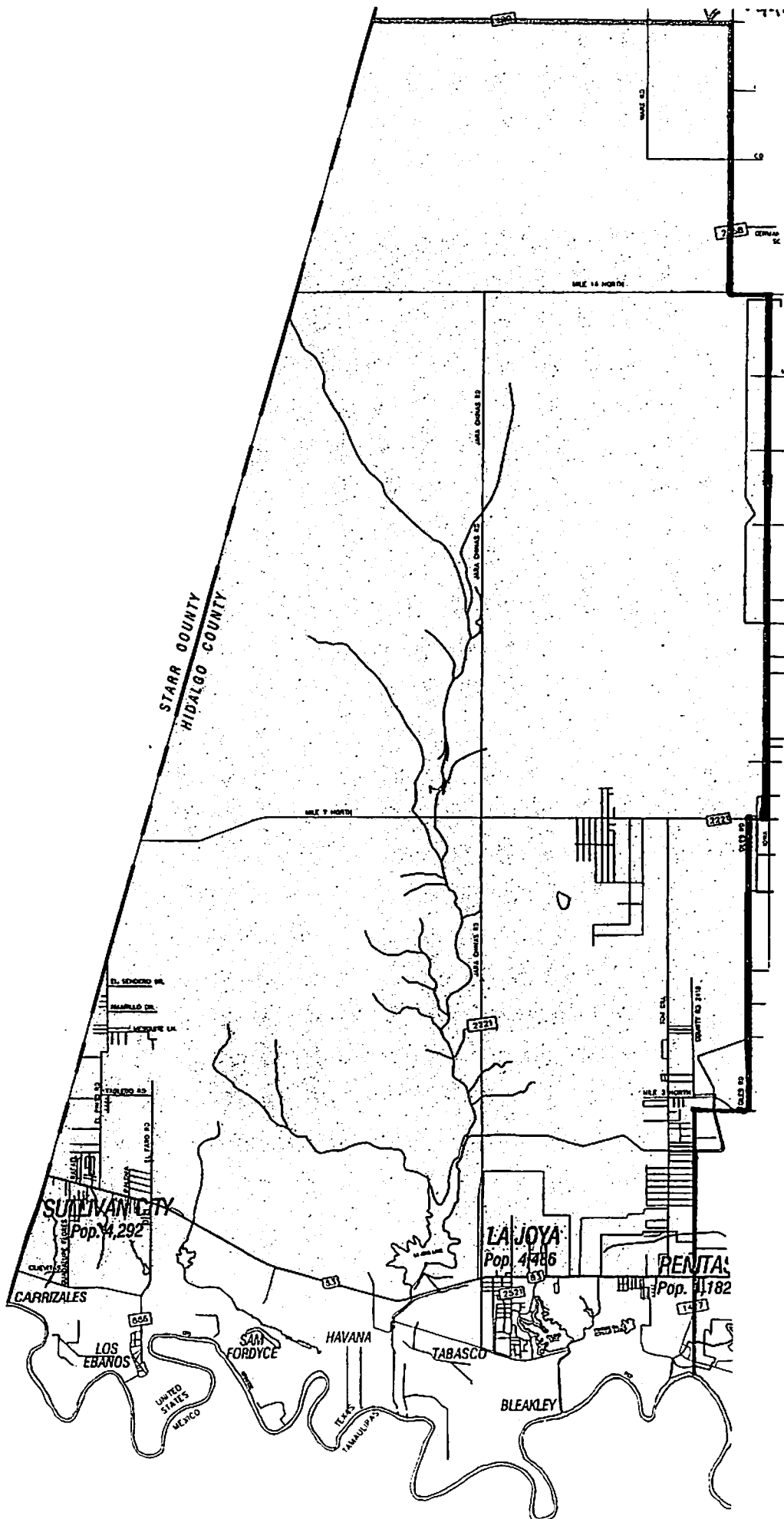
ATLAS & HALL, LLP

By: _____
Stephen L. Crain

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

[illegible]

Incident Commander: _____ ESTIMATED \$ LOSS: _____	Report Prepared by: _____ ATTEST: _____ Fire Chief												
<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">REIMBURSEMENT REQUESTED:</td> <td style="width: 15%; text-align: right;">___\$125.00</td> <td style="width: 15%; text-align: right;">___\$275.00</td> <td style="width: 15%; text-align: right;">___\$425.00</td> <td style="width: 15%; text-align: right;">___\$600.00</td> <td style="width: 15%; text-align: right;">___\$1000.00</td> </tr> <tr> <td>HCFMO Approval Amount :</td> <td style="text-align: right;">___\$125.00</td> <td style="text-align: right;">___\$275.00</td> <td style="text-align: right;">___\$425.00</td> <td style="text-align: right;">___\$600.00</td> <td style="text-align: right;">___\$1000.00</td> </tr> </table>		REIMBURSEMENT REQUESTED:	___\$125.00	___\$275.00	___\$425.00	___\$600.00	___\$1000.00	HCFMO Approval Amount :	___\$125.00	___\$275.00	___\$425.00	___\$600.00	___\$1000.00
REIMBURSEMENT REQUESTED:	___\$125.00	___\$275.00	___\$425.00	___\$600.00	___\$1000.00								
HCFMO Approval Amount :	___\$125.00	___\$275.00	___\$425.00	___\$600.00	___\$1000.00								



AI-16593

14.A.

Approval of Proposal from CAS D/B/A Clean Air Solutions for Mansion Project

CC REGULAR

Date: 07/28/2009

Submitted By: Alma Ybarra, GEN. GOVT. BLDGS.

Submitted For: Alma Ybarra

Department: GEN. GOVT. BLDGS.

Information

CAPTION

Approval of proposal from CAS D/B/A Clean Air Solutions to complete remove and replace various counter tops at The Mansion Building as referenced in requisition #158799 in the total amount of \$24,862.50.

BACKGROUND

Kitchen - Main --> 11,648.00

Kitchen - 2nd Floor --> 2,840.50

Kitchen - Garage --> 10,374.00

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-419-40-220-001-0-452

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding is pending agenda item #16612, in the total amount of \$83,000.00. Funding is available for transfer as of 7/22/09.

Attachments

Link: [Mansion](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2009 02:29 PM	APRV
2	Olga Garza	Olga Garza	07/22/2009 02:56 PM	APRV
3	Dale Kennan	Dale Kennan	07/22/2009 03:31 PM	APRV
4	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Alma Ybarra

Started On: 07/21/2009 10:02 AM

Final Approval Date: 07/24/2009

158799

Scope of Work

We propose to furnish Labor, Material, Equipment, and Insurance to complete the following scopes of work:

Remove & replace existing Kitchen countertops in the Kitchen – Main. This remove and replace cost includes: \$8,960.00

- 1/2" Gibraltar Countertops w/ 1/2" rounded 2" edge
- Full Backsplash
- Natural Almond Solid Surface Sink
- Color – Nevada – 9140EA

1. Tear out, removal of debris and supervision provided by CAS Companies \$2,688.00
2. CAS to comply with all Hidalgo County safety requirements and procedures.

CAS Quote for this project -----\$11,648.00

Sincerely,

Allan R. Moore

Allan R. Moore
amoore@caslp.com
361.774.5889 cell
956.350.3781 office
956.350.2420 fax

CAS Companies
111 Brand Lane, #400
Stafford, Texas 77477
Toll: 888-599-4747
Fax: 281-499-6655

Trades, Temporary Labor & Materials
Contract # 08-032609
Ref: TIPS
Contact – Kim Thompson
866.839.8477

Scope of Work

We propose to furnish Labor, Material, Equipment, and Insurance to complete the following scopes of work:

Remove & replace existing Kitchen countertops in the Kitchen – 2nd. Floor. This remove and replace cost includes: \$2,185.00

- 1/2" Gibraltar Countertops w/ 1/2" rounded 2" edge
- Full Backsplash
- Natural Almond Solid Surface Sink
- Color – Nevada – 9140EA

1. Tear out, removal of debris and supervision provided by CAS Companies \$655.50
2. CAS to comply with all Hidalgo County safety requirements and procedures.

CAS Quote for this project -----\$2,840.50

Sincerely,

Allan R. Moore

Allan R. Moore
amoore@caslp.com
361.774.5889 cell
956.350.3781 office
956.350.2420 fax

CAS Companies
111 Brand Lane, #400
Stafford, Texas 77477
Toll: 888-599-4747
Fax: 281-499-6655

Trades, Temporary Labor & Materials
Contract # 08-032609
Ref: TIPS
Contact – Kim Thompson
866.839.8477

Scope of Work

We propose to furnish Labor, Material, Equipment, and Insurance to complete the following scopes of work:

Remove & replace existing Kitchen countertops in the Kitchen – Garage. This remove and replace cost includes: \$7,980.00

- ½" Gibraltar Countertops w/ ½" rounded 2" edge
- Full Backsplash
- Natural Almond Solid Surface Sink
- Color – Nevada – 9140EA

1. Tear out, removal of debris and supervision provided by CAS Companies \$2,394.00
2. CAS to comply with all Hidalgo County safety requirements and procedures.

CAS Quote for this project -----\$10,374.00

Sincerely,

Allan R. Moore

Allan R. Moore
amoore@caslp.com
361.774.5889 cell
956.350.3781 office
956.350.2420 fax

CAS Companies
111 Brand Lane, #400
Stafford, Texas 77477
Toll: 888-599-4747
Fax: 281-499-6655

Trades, Temporary Labor & Materials
Contract # 08-032609
Ref: TIPS
Contact – Kim Thompson
866.839.8477

AI-16601

15.A.

Street Improvement project - Pct. #3

CC REGULAR

Date: 07/28/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering Services in connection with Hidalgo County Urban County Program Year 20 (2007) and Year 21 (2008) for Street Improvements in the Precinct No. 3 area.
2. Presentation of the scoring grid (of at least three (3) Engineering firms from the County's approved "pool" as graded and evaluated by Precinct #3) for the purposes of ranking by Commissioners' Court in connection with an Urban County Program Street Improvements project in the Precinct No. 3 area.
3. Authority to negotiate a Professional Engineering Service contract with the No. 1 ranked firm of _____ for the provision of engineering services for Precinct No. 3 Street Improvements project.

BACKGROUND

Precinct No. 3, Hidalgo County Purchasing Department and Urban County Program have graded three engineering firms from the County's approved "pool". Javier Hinojosa Engineering, Izaguirre Engineering Group, LLC and M.G.E. Civil Engineering were rated for the 2007 / 2008 Street Improvements project in Precinct No. 3. The project consists of new and/or reconstruction of streets to include drainage to Madison Avenue, Kantunil Street, East Juarez Street, East Jackson, and Polk Avenue. See attached Grading-Scoring Grid for your review.

Funds Available:	\$ 69,980.46	Year 20 (2007) Pct 3 Street Improvements
	<u>\$115,738.32</u>	Year 21 (2008) Pct 3 Street Improvements
	\$185,718.78	Total

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Urban County funds will be used for this project.

Attachments

Link: grid - street imp.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/21/2009 03:55 PM	APRV
2	Perla Lopez	Perla Lopez	07/22/2009 09:42 AM	APRV
3	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Estella Webber
Started On: 07/21/2009 03:44 PM
Final Approval Date: 07/24/2009

Precinct No. 3
Engineering Services
2007 / 2008 Street Improvements
Grading Grid

CRITERIA	Javier Hinojosa Engineering			Izaguirre Engineering Group, LLC			MGE Civil Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	19	15	15	18	15	15	18
Experience of Project Team	25	20	23	20	15	21	20	15	20
Experience of Project Manager	20	20	20	18	20	19	15	15	19
Understanding the Project	24	25	24	20	25	24	20	15	23
Familiarity with Applicable Rules and Regulations	10	10	10	10	10	10	10	10	10
TOTALS	99	95	96	83	85	92	80	70	90
AVERAGES	96.7%	96.7%	96.7%	86.7%	86.7%	86.7%	80%	80%	80%

#1 Rated
#2 Rated
#3 Rated

Javier Hinojosa Engineering
Izaguirre Engineering Group, LLC
MGE Civil Engineering

96.7%
86.7%
80 %

HIDALGO COUNTY STATEMENT OF QUALIFICATION SCORING/EVALUATION SHEET ENGINEERING/ARCHITECTURAL SERVICES

Project Description: E. Polk Ave., E. Madison Ave., E. Kantunil Ave., E. Juarez Ave., and E. Jackson Ave.

Department: Hidalgo County Precinct No. 3 - Urban County Program

Name of Firm: Garier Hinojosa Engineering

Date of Evaluation: July 14, 2009

Evaluator's Name: ANTONIO BARCO - UCP

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>19</u>

Comments/Rationale for Points: Mr. Hinojosa has a Civil Engineering Degree from TAMU University and very capable STAFF

2. Experience of Project Team	25	<u>23</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: This Firm has extensive experience. Doing WATER/Sewer Improvements and Drainage/STREETS Very familiar with Hidalgo County

3. Experience/Availability of Project Manager	20	<u>20</u>
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Comments/Rationale for Points: Project has 24 years experience

4. Understanding of Project	25	<u>24</u>
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Comments/Rationale for Points: Very knowledgeable with this type of projects

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
--	----	-----------

Comments/Rationale for Points: Knowledgeable with county City and STATE Rules and Regulations

Total Score 96

HIDALGO COUNTY STATEMENT OF QUALIFICATION SCORING/EVALUATION SHEET ENGINEERING/ARCHITECTURAL SERVICES

Project Description: E. Polk Ave.; E. Madison Ave; E. Kanutunil Ave. E. Juarez; and E. Jackson Ave.

Department: Hidalgo County Precinct No.3

Name of Firm: Javier Hinojosa Engineering

Date of Evaluation: July 15, 2009

Evaluator's Name: Oscar Garza, Procurement Specialist

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
----------------------------------	---------------------	---------------------

1. Professional Qualifications of Team	20	<u>20</u>
--	----	-----------

Comments/Rationale for Points: Staff has been carefully selected for the appropriate projects and with constant overview by the project manager (Javier Hinojosa Engineer); unable to get clear qualifications of staff as per SOQ.

2. Experience of Project Team	25	<u>20</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Experience is unprecedented with list of past and current projects with favorable comments from Cities and Precincts;

3. Experience/Availability of Project Manager	20	<u>20</u>
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Comments/Rationale for Points: Over 24 years of experience with hands on every aspect of accountability and coordination for project on hand.

4. Understanding of Project	25	<u>25</u>
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Comments/Rationale for Points: Accomplishment and project completions along with credentials confirm understanding of projects.

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: No concerns on familiarity of rules & regulations as it pertains to street improvements for proposed project.

Total Score	<u>95</u>
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08-5110
Pct. 3

**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: E. Polk Ave., E. Madison Ave., E. Kantunil Ave., E. Juarez, and E. Jackson Ave.

Department: Hidalgo County Precinct #3 – Urban County Program

Name of Firm: Javier Hinojosa Engineering

Date of Evaluation: June 29, 2009

Evaluator's Name: R. M. Flores

Selection Criteria

Point

Score

1. Professional Qualifications of Team

20

20

Comments/Rationale for Points: Firm established in 1996 –

2. Experience of Project Team

25

25

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Project team has experience that
promotes projects.

3. Experience/Availability of Project Manager

20

20

Comments/Rationale for Points: Project Manager identified &
has over 24 yrs experience in the field & in
working with similar projects.

4. Understanding of Project

25

24

Comments/Rationale for Points: Mr. Hinojosa has numerous
 yrs. of experience working with pct 3
projects.

5. Familiarity with Applicable Rules and Regulations

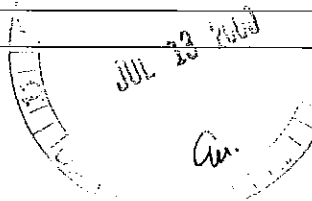
10

10

Comments/Rationale for Points:

Total Score

99



**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: E. Polk Ave., E. Madison Ave., E. Kantunil Ave., E. Juarez, and E. Jackson Ave.

Department: Hidalgo County Precinct #3 – Urban County Program

Name of Firm: Isaguarie Engineering Group, LLC

Date of Evaluation: June 29 - 09

Evaluator's Name: C. M. Flores

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>15</u>
Comments/Rationale for Points: <u>Firm established in 2008</u>		
2. Experience of Project Team	25	<u>20</u>
Note Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:		
Comments/Rationale for Points: <u>3 staff members - 1 project manager</u>		
3. Experience/Availability of Project Manager	20	<u>18</u>
Comments/Rationale for Points: <u>project manager identified with experience in several projects</u>		
4. Understanding of Project	25	<u>20</u>
Comments/Rationale for Points: _____		
5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
Comments/Rationale for Points: _____		
Total Score		<u>83</u>

**HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: E. Polk Ave.; E. Madison Ave; E. Kanutunil Ave. E. Juarez; and E. Jackson Ave.

Department: Hidalgo County Precinct No.3

Name of Firm: Izaguirre Engineering Group, LLC

Date of Evaluation: July 15, 2009

Evaluator's Name: Oscar Garza, Procurement Specialist

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>15</u>
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Comments/Rationale for Points: Staff members limited with one project manager fairly new firm established in 2008 as per SOQ.

2. Experience of Project Team	25	<u>15</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: References as per SOQ are only a few and some not available for comment at time of evaluation; comments received were favorable

3. Experience/Availability of Project Manager	20	<u>20</u>
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Comments/Rationale for Points: SOQ not clear on actual accountability; resourcefulness and actual hands on and/or availability of Project Manager

4. Understanding of Project	25	<u>25</u>
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Comments/Rationale for Points: As per SOQ firm has familiarity with all geographical aspects of proposed roadway and drainage projects..

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: Firm shows familiarity of rules & regulations as it pertains to street improvements for proposed project.

Total Score	<u>85</u>
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HIDALGO COUNTY STATEMENT OF QUALIFICATION SCORING/EVALUATION SHEET ENGINEERING/ARCHITECTURAL SERVICES

Project Description: E. Polk Ave., E. Madison Ave., E. Kantunil Ave., E. Juarez Ave.,
and E. Jackson Ave.

Department: Hidalgo County Precinct No. 3 - Urban County Program

Name of Firm: Izaguirre Engineering Group, LLC.

Date of Evaluation: July 14, 2009

Evaluator's Name: ANTONIO BARCO - UCP

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>18</u>

Comments/Rationale for Points: Overall qualifications of team is adequate to undertake the project (street improvements)

2. Experience of Project Team	25	<u>21</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Team has Adequate experience to undertake this project - Most team members have NOT spearheaded individual projects

3. Experience/Availability of Project Manager	20	<u>19</u>
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Comments/Rationale for Points: Lead engineer has experience and should Avail himself to this project

4. Understanding of Project	25	<u>24</u>
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Comments/Rationale for Points: Firm would have a good understanding of the project

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: Firm should have a good understanding of the project as well as familiarity

Total Score 92

HIDALGO COUNTY STATEMENT OF QUALIFICATION SCORING/EVALUATION SHEET ENGINEERING/ARCHITECTURAL SERVICES

Project Description: E. Polk Ave., E. Madison Ave., E. Kantunil Ave., E. Juarez Ave.,
and E. Jackson Ave.,

Department: Hidalgo County Precinct No. 3 - Urban County Program

Name of Firm: MGE CIVIL ENGINEERING

Date of Evaluation: July 14, 2009

Evaluator's Name: ANTONIO BARCO - UCP

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>18</u>
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Comments/Rationale for Points: Mr. Garcia is a qualified
ENGINEER and STAFF seems to have
good Credentials

2. Experience of Project Team	25	<u>20</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: As per the STATEMENT OF
Qualifications, the team has adequate
experience, but is not overwhelming

3. Experience/Availability of Project Manager	20	<u>19</u>
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Comments/Rationale for Points: It seems that Mr. Garcia
Does have adequate experience and could
avail himself for the project oversight

4. Understanding of Project	25	<u>23</u>
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Comments/Rationale for Points: The firm has adequate
experience, knowledge and ability to undertake
this project

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: Firm has knowledge and
ability to understand the applicable
Rules and Regulations.

Total Score	<u>90</u>
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HIDALGO COUNTY STATEMENT OF QUALIFICATION SCORING/EVALUATION SHEET ENGINEERING/ARCHITECTURAL SERVICES

Project Description: E. Polk Ave., E. Madison Ave., E. Kantunil Ave., E. Juarez, and E. Jackson Ave.

Department: Hidalgo County Precinct #3 – Urban County Program

Name of Firm: MPE Civil Engineering

Date of Evaluation: June 29-2009

Evaluator's Name: Car. M. + Dous

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>15</u>

Comments/Rationale for Points: 2 yrs. experience as an established firm - 3 staff members

2. Experience of Project Team	25	<u>20</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Has worked in similar projects under another firm

3. Experience/Availability of Project Manager	20	<u>15</u>
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Comments/Rationale for Points: Project Manager is identified.

4. Understanding of Project	25	<u>20</u>
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Comments/Rationale for Points: _____

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: _____

Total Score	<u>80</u>
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HIDALGO COUNTY STATEMENT OF QUALIFICATION SCORING/EVALUATION SHEET ENGINEERING/ARCHITECTURAL SERVICES

Project Description: E. Polk Ave.; E. Madison Ave; E. Kanutunil Ave. E. Juarez; and E. Jackson Ave.

Department: Hidalgo County Precinct No.3

Name of Firm: Izaguirre Engineering Group, LLC

Date of Evaluation: July 15, 2009

Evaluator's Name: Oscar Garza, Procurement Specialist

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>15</u>
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Comments/Rationale for Points: Team qualifications not listed on SOQ; firm has 2 yrs experience as an established firm.

2. Experience of Project Team	25	<u>15</u>
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***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: References as per SOQ are personal references and not of actual projects that have been overviewed by this firm.

3. Experience/Availability of Project Manager	20	<u>15</u>
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Comments/Rationale for Points: SOQ not clear on actual accountability; resourcefulness and actual hands on and/or availability of Project Manager; project manager experience has been mainly with previous firm.

4. Understanding of Project	25	<u>15</u>
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Comments/Rationale for Points: As per SOQ firm has familiarity with all geographical aspects on proposed roadway and civil engineering; however unable to confirm

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: Firm shows familiarity of rules & regulations as it pertains to street improvements and civil engineering projects.

Total Score	<u>70</u>
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AI-16622

16.A.

Planning Department
CC REGULAR

Date: 07/28/2009
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Category: Planning Department

Information

CAPTION

1. Preliminary Approval of Subdivision Plat
 - a. Almanza Subdivision – Pct. 3 (Lazaro Almanza)
 - b. Cosme Gomez Subdivision – Pct 3 (Cosme Gomez)
2. Final Approval of Subdivision Plat with Financial Guarantee
 - a. Vista Ridge Acres Subdivision – Pct. 1 (Jack McClelland)

BACKGROUND

Fiscal Impact

Attachments

Link: [Almanza Subdivision - Preliminary](#)
Link: [Almanza;Plat](#)
Link: [Cosme Gomez Subd.- Preliminary](#)
Link: [Cosme Gomez;P Plat](#)
Link: [Vista Ridge Acres Subd. - Final](#)
Link: [Vista Ridge Acres; Plat](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/22/2009 04:43 PM	APRV
2	Oscar Garza		07/24/2009 05:10 PM	NEW
Form Started By: Nora Cavazos			Started On: 07/22/2009 02:45 PM	
Final Approval Date: 07/24/2009				



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesein, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesein, P.E., Planning Administrator

DATE: July 22, 2009

RE: **Almanza Subdivision – Pct. 3**
Preliminary Approval

Almanza Subdivision is a two (2) lot subdivision located on the West side of Los Charros Drive, an internal road from Carlos Acres Subdivision, on the South side of Business 83 approximately one mile West from Abram Road.

The proposed Subdivision lies within the City of Mission E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on April 17, 2006. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM.

Sanitary Services will be provided by OSSF.

Water Services will be provided by Agua Special Utility District. There is an existing eight (8) inch waterline on Los Charros Drive that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **July 21, 2009** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Mission.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

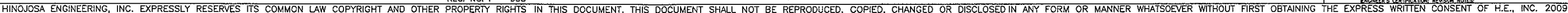
Name of Subdivision:

Almanza 3rd Review

Page

1 of 2

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PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: July 22, 2009

RE: **Cosme Gomez Subdivision – Pct. 3**
Preliminary Approval

Cosme Gomez Subdivision is a one (1) commercial lot subdivision located on the East side of La Homa Road (FM 2894) approximately 250 feet North from Mile 6 North Road.

The proposed Subdivision lies within the City of Mission E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on October 23, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on La Homa Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan

Sanitary Services will be provided by OSSF. Soil Analysis was conducted by Aniceto Izaguirre and approved by the Hidalgo county Environmental Health Department.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing twelve (12) inch waterline on La Homa Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval on July 21, 2009** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Mission.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision:

Cosme Gomez 5th Review

Page

1 of 1

[illegible]



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Segin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Segin, P.E., Planning Administrator

DATE: July 22, 2009

RE: **Vista Ridge Acres Subdivision – Pct. 1**
Final Approval with Financial Guarantee

Vista Ridge Acres is a fifty (50) lot subdivision located on the West side of FM 88, approximately ¼ mile South of the intersection with Mile 20 North Road.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 26, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on FM 88 and twenty (20) feet on Norene Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

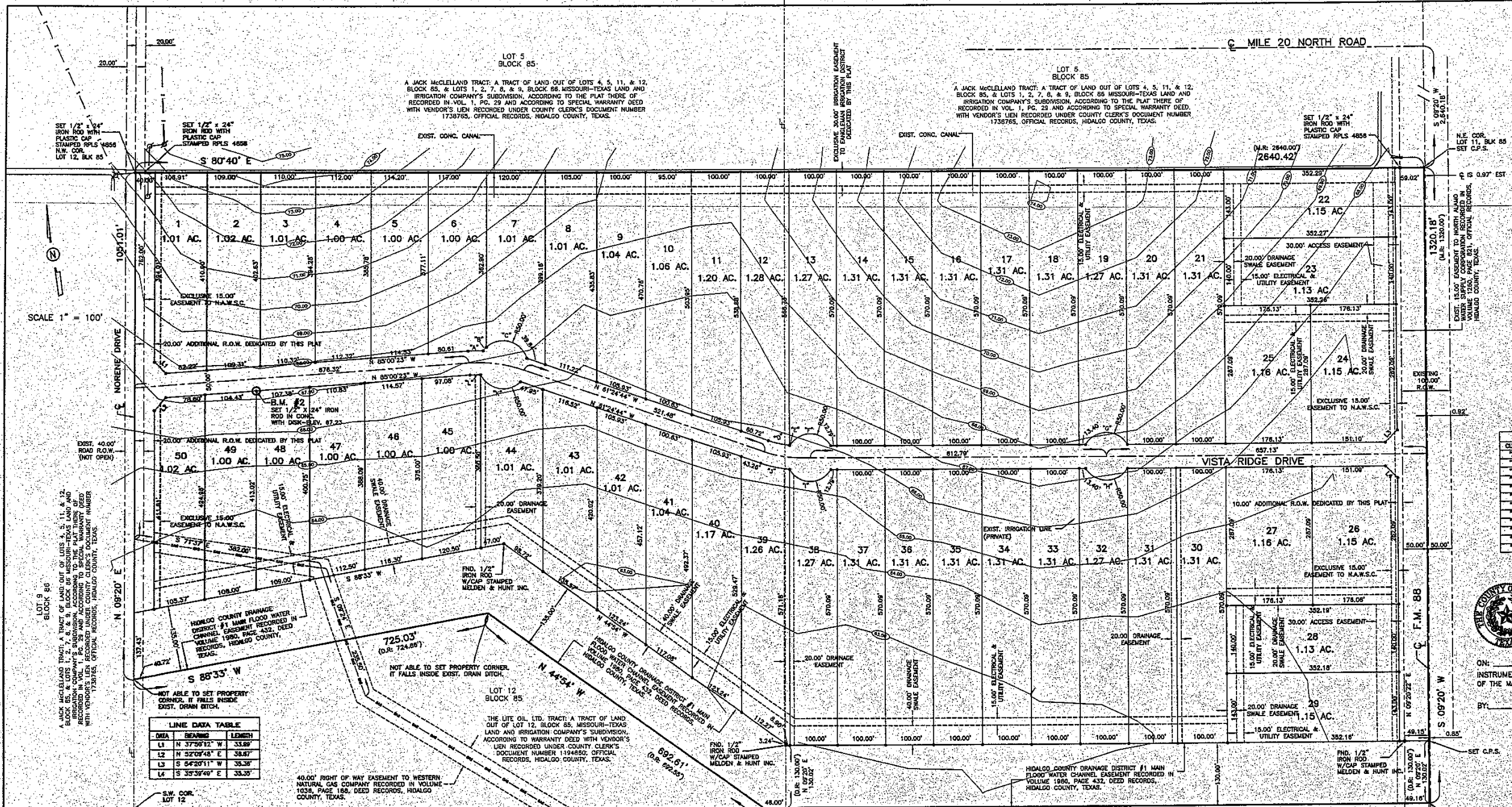
Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Jose A. Gonzalez and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on the North side of FM 88.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

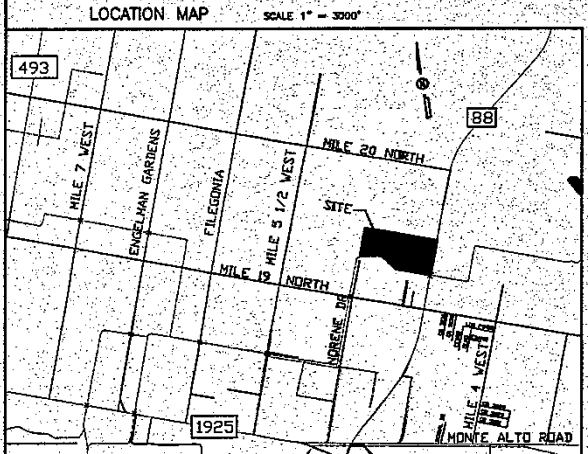
The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on February 24, 2009. The Subdivider is requesting Final Approval with Financial Guarantee. A Letter of Credit from First National Bank in the amount of \$57,750.00 was submitted to the Planning Department and addressed to the County Judge and County Commissioner's Court. The Letter of Credit will be used to secure the funds for the installation of all septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee on July 21, 2009.**



CURVE DATA		
CURVE	ANGLE	LENGTH
1	05°49'09"	300.00'
2	11°12'27"	50.00'
3	11°40'09"	50.00'
4	12°34'18"	200.00'
5	09°23'00"	200.00'
6	11°23'18"	50.00'
7	12°00'00"	50.00'
8	12°00'00"	50.00'
9	12°25'37"	50.00'
10	13°54'43"	250.00'
11	11°42'07"	50.00'
12	04°58'51"	250.00'

LINE DATA TABLE		
LINE	BEARING	LENGTH
1	N 37°50'12" W	33.89'
2	N 52°09'48" E	38.87'
3	S 64°20'11" W	33.38'
4	S 39°36'00" E	33.38'



SUBDIVISION PLAT OF:
VISTA RIDGE ACRES
A 71.90 ACRE TRACT OF LAND BEING ALL OF LOT 11 AND 31.98 ACRES OF LOT 12, BLOCK 85, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1738785, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

PRINCIPAL CONTACTS:			
Name	Address	City & Zip	Phone
OWNER: JACK MCLELLAND, OWNER	2814 W. FREDDY GONZALEZ DRIVE	EDINBURG, TX 78539	(956)318-0958
ENGINEER: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)361-8480
SURVEYOR: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)361-8480

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA
P.E. No. 63564
DATE: 7-13-09

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA
R.P.L.S. No. 4858
DATE: 12-17-08

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE: 956-361-8480
FAX: 956-361-0527

FILENAME: F:\DATA\SUBD\HIDALGO CO\VISTA RIDGE ACRES\VISTA RIDGE-PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

AI-16657

17.A.

Interlocal with Irrigation Dist. #2

CC REGULAR

Date: 07/28/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For: Comm. Palacios as per Agapito
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Precinct #2

Information

CAPTION

Discussion, consideration and action on Interlocal Agreement between County of Hidalgo and Irrigation District No. 2 (relating to Citriana Village Drainage Outfall)

BACKGROUND

This item is for Right of Way to locate a drainage line to improve drainage in the vicinity.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

*Interlocal Agreement is for Right of Way - No Fiscal Impact at this time.

Attachments

Link: [agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/24/2009 09:35 AM	APRV
2	Roland Garcia	Rolando Garcia	07/24/2009 02:24 PM	APRV
3	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Monica Badillo
Started On: 07/23/2009 04:54 PM
Final Approval Date: 07/24/2009

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
HIDALGO COUNTY IRRIGATION DISTRICT NO. 2
AND COUNTY OF HIDALGO, TEXAS**

THIS Agreement is made on this the 4th day of June, 2009, by and between the **HIDALGO COUNTY IRRIGATION DISTRICT NO. 2**, hereinafter referred to as "Holder" and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Holder is a political subdivision created under the laws of the State of Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, Holder holds a right of way more particularly described in "Exhibit "A" attached hereto and incorporated herein at this point for all purposes (the "Right of Way");

WHEREAS, the County desires to locate a drainage line in the Right of Way for its use and the use of Holder in order to improve drainage in the vicinity.

NOW, THEREFORE, Holder and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Holder agrees to allow County to construct, reconstruct, excavate, dig, maintain and operate a drainage line (the "Line") necessary for the disposal of accumulated and excessive rainfall and/or flood water together with free ingress and egress at all reasonable times to and from the Right of Way for the doing and performing or having performed, any and all acts and functions necessary for the orderly constructing, reconstructing, excavating, digging, maintaining and operating the Line in along, over and across the Right of Way. County agrees to include in its plans and specifications and in the construction of the Line interconnections (tie-ins) to existing subsurface drain laterals that County encounters when installing the Line when, the Line intersects such subsurface drain laterals and plug existing inlets of such laterals drains into the existing drainage pipeline of Holder which runs parallel with the Line, provided such laterals are at or above the depth of the Line. County agrees to connect any subsurface drain laterals that the Line intersects, to the Line provided that

County encounters such subsurface drain laterals in the construction of the Line and such subsurface drain laterals are at a depth no deeper than the Line.

2. If either Holder or County damages any asset or improvement of the other within the Right of Way, Holder or County so damaging such asset or improvement of the other within the Right of Way shall pay all costs of such of the damage so caused to the other.
3. The parties agree that , COUNTY IS UTILIZING THE RIGHT OF WAY "AS IS," "WHERE IS" AND "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF HOLDER AND COUNTY TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO (I) THE PHYSICAL CONDITION OF THE RIGHT OF WAY OR ANY ELEMENT THEREOF, INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN AND ENGINEERING OF ANY IMPROVEMENTS; (III) THE QUALITY OF THE LABOR AND MATERIALS INCLUDED IN ANY IMPROVEMENTS; (IV) THE SOIL CONDITIONS, (BOTH SURFACE AND SUBSURFACE); DRAINAGE OR OTHER CONDITIONS EXISTING AT THE RIGHT OF WAY WITH RESPECT TO ANY PARTICULAR PURPOSE, DEVELOPMENTAL, POTENTIAL OR OTHERWISE; (V) ALL WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE RIGHT OF WAY, AND (VI) ALL OTHER WARRANTIES, AND REPRESENTATIONS WHATSOEVER.
4. For value received, Holder of Right of Way represents to County that Holder has utilized the Right of Way rights to the Right of Way for more than thirty (30) years.
5. The parties agree that this Interlocal Cooperation Agreement shall be filed and recorded in the official records of Hidalgo County, Texas.
6. Holder grants to County, all and singular, the right to utilize the Right of Way and all rights appurtenant thereto, unto County, its successors or assigns until the Line is declared permanently abandoned by the County, in which event said rights to utilize the Right of Way by County shall cease and terminate and revert appurtenant thereto to Holder, or Holder's successor and assigns.

7. County, to the extent allowable by law, agrees to hold Holder harmless from any and all damages and expenses arising out of the construction and maintenance of the Line with respect to claims of third parties, which arise out of the construction and maintenance of the Line.
8. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
9. **Entire Agreement.** This Agreement contains the entire contact between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the Holder and County, and not otherwise.
10. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
11. **Authority to Execute.** The execution and performance of this Agreement by Holder and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Holder and County in accordance with its terms.
12. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

**HIDALGO COUNTY IRRIGATION
DISTRICT NO. 2**

Printed: ALLEN ARNOLD
Name: Allen Arnold
Title: PRESIDENT- BOARD OF DIRECTORS

HIDALGO COUNTY

J. D. Salinas, III
County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

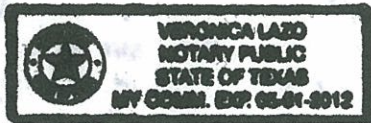
ATLAS & HALL, LLP

By: Stephen L. Crain

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this 4th day of JUNE 2009 by ALLEN ARNOLD, in the capacity therein stated.



Veronica Lazo
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____ 2009 by **J.D. Salinas, III**, in the capacity therein stated.

Notary Public, State of Texas

After recording, return to:

HIDALGO COUNTY IRRIGATION
DISTRICT NO. 2
Attention: President

**ROBLES &
ASSOCIATES, PLLC****PROFESSIONAL LAND SURVEYORS**

P.O. BOX 476

WESLACO, TEXAS 78599-0476

PHONE (956) 968 - 2422

FAX (956) 969 - 2011

DESCRIPTION OF 2.952 ACRES OF LAND
OUT OF BLOCK 39, ALAMO LAND AND
SUGAR COMPANY SUBDIVISION
HIDALGO COUNTY, TEXAS

Being 2.952 acres of land situated in Hidalgo County, Texas, and being out of Loma Linda Estates I, as per map recorded in Volume 27, Page 119, Loma Linda Estates II, as per map recorded in Volume 27, Page 117, Loma Linda Estates III, as per map recorded in Volume 29, Page 94, Chula Vista Estates, Phase I, per map recorded in Volume 24, page 47B, Country Palms RV Park per map recorded in Volume 50, Page 145, Citriana Village as per map recorded in Volume 21, Page 97, and out of Lots 2, 3 and 7, Block 39 of the Alamo Land and Sugar Company Subdivision as per map recorded in Volume 1, Page 24 of the Hidalgo County Map Records, and said 2.952 acre tract being more particularly described by metes and bounds as follows:

COMMENCING for reference at the southwest corner of said Loma Linda Estates I and the southwest corner of Lot 1, Block 39 of the said Alamo Land and Sugar Company Subdivision; THENCE, South 81°30' East, 145.00 feet, with the south line of said Loma Linda Estates I, to a ½-inch iron rod found for the southwest corner of Lot 24 of said Loma Linda Estates I and the POINT OF BEGINNING of said tract herein described;

THENCE, North 08°30' East, 25.00 feet, with the east line of a drain ditch right of way and with the west line of Lot 23 of said Loma Linda Estates I to a point for the northwest corner of said tract herein described;

THENCE, South 81°30' East, with the north line of a 25 feet wide irrigation easement, at a distance of 255.00 feet pass the common line of Loma Linda Estates I and Loma Linda Estates II, at a distance of 515.00 feet pass the common line of said Loma Linda Estates II and Loma Linda Estates III, and continuing for a total distance of 1835.00 feet to a point for corner;

THENCE, South 08°30' West, 5.00 feet, with the east line of said Loma Linda Estates III to a ½-inch iron rod found for the southeast corner of said Loma Linda Estates III and an interior corner of said tract herein described;

THENCE, South 81°30' East, with a line that is parallel to the south line of said Lots 2 and 3, at a distance of 660.00 feet pass the common line of said Lots 2 and 3, and continuing for a total distance of 1980.00 feet to a point for the northeast corner of said tract herein described;

THENCE, South 08°30' West, with the east line of said Lot 3, at a distance of 20.00 feet pass a ½-inch iron rod found for the southeast corner of said Lot 3 and continuing for a

Page 2
2.952 acres

total distance of 30.00 feet to a point for the southeast corner of said tract herein described;

THENCE, North 81°30' West, 330.00 feet, with a line that is parallel to the north line of said Lot 6 to a point for corner;

THENCE, South 08°30' West, 5.00 feet, with the east line of said Citriana Village to a point for corner;

THENCE, North 81°30' West, with the south line of a 15 feet wide utility easement, at a distance of 700.00 feet pass the common line of said Citriana Village and Country Palms RV Park, and continuing with the south line of a 15 feet wide H.C.I.D. #2 easement for a total distance of 990.00 feet to a point for corner;

THENCE, North 08°30' East, 5.00 feet, with the west line of said Country Palms RV Park to a point for corner;

THENCE, North 81°30' West, with a line that is parallel to and located 10 feet south of the north line of said Lots 7 and 8, at a distance of 1320.00 feet pass the common line of said Lots 7 and 8, at a distance of 1730.00 feet pass the east line of said Chula Vista Estates, Phase I, and continuing with the south line of a 10 feet wide field drain easement for a total distance of 2495.00 feet to a point for the southwest corner of said tract herein described;

THENCE, North 08°30' East, 10.00 feet, with the east line of a drain ditch right of way to the POINT OF BEGINNING and containing 2.952 acres of land more or less.

Surveyed: December 17, 2009

Basis of bearings: south line of Loma Linda Estates I, II and III

16932
3-04-09


Reynaldo Robles, R.P.L.S. #4032

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
HIDALGO COUNTY IRRIGATION DISTRICT NO. 2
AND COUNTY OF HIDALGO, TEXAS**

THIS Agreement is made on this the 4th day of June, 2009, by and between the **HIDALGO COUNTY IRRIGATION DISTRICT NO. 2**, hereinafter referred to as "Holder" and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Holder is a political subdivision created under the laws of the State of Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, Holder holds a right of way more particularly described in "Exhibit "A" attached hereto and incorporated herein at this point for all purposes (the "Right of Way");

WHEREAS, the County desires to locate a drainage line in the Right of Way for its use and the use of Holder in order to improve drainage in the vicinity.

NOW, THEREFORE, Holder and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Holder agrees to allow County to construct, reconstruct, excavate, dig, maintain and operate a drainage line (the "Line") necessary for the disposal of accumulated and excessive rainfall and/or flood water together with free ingress and egress at all reasonable times to and from the Right of Way for the doing and performing or having performed, any and all acts and functions necessary for the orderly constructing, reconstructing, excavating, digging, maintaining and operating the Line in along, over and across the Right of Way. County agrees to include in its plans and specifications and in the construction of the Line interconnections (tie-ins) to existing subsurface drain laterals that County encounters when installing the Line when, the Line intersects such subsurface drain laterals and plug existing inlets of such laterals drains into the existing drainage pipeline of Holder which runs parallel with the Line, provided such laterals are at or above the depth of the Line. County agrees to connect any subsurface drain laterals that the Line intersects, to the Line provided that

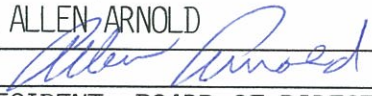
County encounters such subsurface drain laterals in the construction of the Line and such subsurface drain laterals are at a depth no deeper than the Line.

2. If either Holder or County damages any asset or improvement of the other within the Right of Way, Holder or County so damaging such asset or improvement of the other within the Right of Way shall pay all costs of such of the damage so caused to the other.
3. The parties agree that , COUNTY IS UTILIZING THE RIGHT OF WAY "AS IS," "WHERE IS" AND "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF HOLDER AND COUNTY TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO (I) THE PHYSICAL CONDITION OF THE RIGHT OF WAY OR ANY ELEMENT THEREOF, INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN AND ENGINEERING OF ANY IMPROVEMENTS; (III) THE QUALITY OF THE LABOR AND MATERIALS INCLUDED IN ANY IMPROVEMENTS; (IV) THE SOIL CONDITIONS, (BOTH SURFACE AND SUBSURFACE); DRAINAGE OR OTHER CONDITIONS EXISTING AT THE RIGHT OF WAY WITH RESPECT TO ANY PARTICULAR PURPOSE, DEVELOPMENTAL, POTENTIAL OR OTHERWISE; (V) ALL WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE RIGHT OF WAY, AND (VI) ALL OTHER WARRANTIES, AND REPRESENTATIONS WHATSOEVER.
4. For value received, Holder of Right of Way represents to County that Holder has utilized the Right of Way rights to the Right of Way for more than thirty (30) years.
5. The parties agree that this Interlocal Cooperation Agreement shall be filed and recorded in the official records of Hidalgo County, Texas.
6. Holder grants to County, all and singular, the right to utilize the Right of Way and all rights appurtenant thereto, unto County, its successors or assigns until the Line is declared permanently abandoned by the County, in which event said rights to utilize the Right of Way by County shall cease and terminate and revert appurtenant thereto to Holder, or Holder's successor and assigns.

7. County, to the extent allowable by law, agrees to hold Holder harmless from any and all damages and expenses arising out of the construction and maintenance of the Line with respect to claims of third parties, which arise out of the construction and maintenance of the Line.
8. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
9. **Entire Agreement.** This Agreement contains the entire contact between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the Holder and County, and not otherwise.
10. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
11. **Authority to Execute.** The execution and performance of this Agreement by Holder and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Holder and County in accordance with its terms.
12. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

**HIDALGO COUNTY IRRIGATION
DISTRICT NO. 2**

Printed: ALLEN ARNOLD
Name: 
Title: PRESIDENT- BOARD OF DIRECTORS

HIDALGO COUNTY

J. D. Salinas, III
County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

ATLAS & HALL, LLP

By: Stephen L. Crain

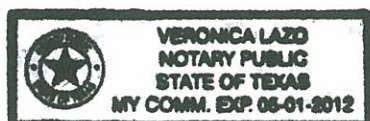
ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

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Veronica Lazo
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

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Notary Public, State of Texas

After recording, return to:

HIDALGO COUNTY IRRIGATION
DISTRICT NO. 2
Attention: President



ROBLES &
ASSOCIATES, PLLC

PROFESSIONAL LAND SURVEYORS

P.O. BOX 476

WESLACO, TEXAS 78599-0476

PHONE (956) 968 - 2422

FAX (956) 969 - 2011

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OUT OF BLOCK 39, ALAMO LAND AND
SUGAR COMPANY SUBDIVISION
HIDALGO COUNTY, TEXAS

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Page 2
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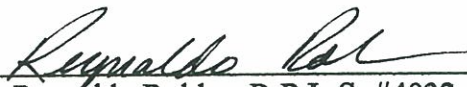
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Surveyed: December 17, 2009

Basis of bearings: south line of Loma Linda Estates I, II and III

16932
3-04-09


Reynaldo Robles, R.P.L.S. #4032

AI-16640

18.A.

**Historical Museum CIP Funds
CC REGULAR**

Date: 07/28/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Precinct #4

Information

CAPTION

Discussion and possible action on Museum of South Texas History CIP Building Funds

BACKGROUND

Presentation to be made to Comm. Court.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Presentation to be made to Comm. Court.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/23/2009 08:47 AM	APRV
2	Manuel Chapa	Manuel Chapa	07/24/2009 08:05 AM	APRV
3	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Monica Badillo
Started On: 07/22/2009 05:13 PM

Final Approval Date: 07/24/2009

AI-16635

19.A.

**Advance Funding Agreement - Texas Department of Transportation
CC REGULAR**

Date: 07/28/2009
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Sergio Cruz
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

TxDot (1315):

1. Discussion, consideration, acceptance and approval of Advance Funding Agreement between the County of Hidalgo and Texas Department of Transportation covering Off-System Bridge Replacement or Rehabilitation for the CR 872 (Los Ebanos Road) over Main Floodway Pilot Channel bridge project.
2. Discussion, consideration and approval to submit an Economically Disadvantaged Counties Program (EDCP) Application for local participation reduction for the CR 872 (Los Ebanos Road) over Main Floodway Pilot Channel bridge project.
3. Authority for County Judge to sign the required document(s): Advance Funding Agreement and Economically Disadvantaged Counties Program (EDCP) Application.
4. Approval of 2009 interfund transfer from Precinct #3 P/U Rd (1203) to TxDot Project (1315) in the total amount of \$10,836.00 to fund Hidalgo County's estimated share for the CR 872 (Los Ebanos Road) over Main Floodway Pilot Channel bridge project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-30-123-077-0-732
FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funding pending CC approval on 7/28/09 of interfund transfer (Item #4 AI - 16635).

Attachments

Link: [EDCP Application](#)

Link: [Advanced Funding Agreement](#)

Link: [Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/23/2009 08:43 AM	APRV

2	Perla Lopez	Perla Lopez	07/23/2009 10:05 AM	APRV
3	Manuel Chapa	Manuel Chapa	07/23/2009 02:14 PM	APRV
4	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Perla Lopez

Started On: 07/22/2009 04:39 PM

Final Approval Date: 07/24/2009

FY 2009 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY HIDALGO **APPLICANT** County of Hidalgo

District Contact Information

Name: Robin L. Boone, P.E. **Telephone:** (956) 702-6100

If the project is an **"OFF-SYSTEM"** project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or ☒ NO

If the applicant is a **CITY** within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate) YES or NO

2 Population (2006 Census)? 700,634

PROJECT INFORMATION

UTP PRIORITY STATUS:	Construction
CSJ:	0921-02-212
ESTIMATED LETTING DATE	Sep, 2011

On-System? (Circle as appropriate) YES or ☒ NO

LOCATION AND LIMITS - Give highway number with limits from and to

CR 872 (Los Ebanos Road) over Main Floodway Pilot Channel, Str. # AA08-72-001
2.2 Miles West of FM 1425

PROJECT SCOPE- Give type of work

Replace bridge and Rehabilitate Approaches

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed

Hidalgo County is marked with chronically high unemployment & poverty rates, the highest in the state of Texas. Meeting the basic needs of the County along with addressing the infrastructure demands place a heavy burden on the County budget. We therefore are requesting a reduction in the required 10% match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

				Adjustment -	85%
1. Project Component	2. Est. Total Cost (\$)	3. Local Participation (%)		4. Est. Required Local Match (\$)	5. Local Participation After Adjustment (\$)
Preliminary Engineering	\$67,200.00	10%		\$6,720.00	\$1,008.00
Construction Engineering	\$95,200.00	10%		\$9,520.00	\$1,428.00
				\$0.00	\$0.00
Construction	\$560,000.00	10%		\$56,000.00	\$8,400.00
TOTAL	\$722,400.00			\$72,240.00	\$10,836.00

Approved by _____ Date _____



Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

June 17, 2009

RECEIVED

JUN 26 2009

COUNTY JUDGE

Honorable Juan D. "J.D." Salinas
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

RE: Off-System Bridge Replacement Project: CSJ: 0921-02-212
CR 872 (Los Ebanos Road over Main Floodway Pilot Channel, Str. # AA08-72-001)

Honorable Judge Salinas:

Under the federal Highway Bridge Program, and through statewide competition based on traffic, cost per vehicle, bridge condition, adequacy of roadway width and overall bridge sufficiency, the subject bridge recently ranked high enough to be selected and approved for project development in anticipation of receiving construction funding in the near future (possibly FY 2011 or 2012). To ensure the County was interested in moving forward with this project, our District Bridge Engineer, Mr. Rex A. Costley, P.E., met with Domingo Villarreal (Hidalgo County Precinct #3 Project Coordinator) and Mr. Jacinto Garza, P.E., L & G Engineering last month to review the project. Based on this meeting it is our understanding that the County does want to move forward with project development so it will be ready when funding becomes available.

Attached for your consideration is the necessary Advance Funding Agreement (two originals) for this project. Please sign and return both originals to the attention of Mr. Costley at the above address for further processing. Note that a resolution or certified minutes approving the County entering into this Agreement needs to be submitted. The resolution or certified minutes must specifically identify the project limits and scope of work.

The Agreement already reflects the County's adjusted required percentage for the Economically Disadvantaged County Program, but we still need to approve and process the application which also is attached. Please review and verify the information on the Project Information Sheet, complete the affidavit and return it with the signed Agreement.

If you have any questions or need additional information please call me or, Mr. Rex A. Costley at (956) 702-6100.

Sincerely,

Mario R. Jorge, P.E.
District Engineer

MJR: eg
Attach

cc: Honorable Joe Flores, County Commissioner Precinct #1
Jody R. Ellington, P.E. Director of Transportation Planning & Development
Hector Gonzalez, P.E. Pharr Area Engineer
Rex A. Costley, P.E. District Bridge Engineer
Robin Boone, P.E. District Planning Engineer

2009 JUN 1 AM 11 07
HIDALGO COUNTY
BUDGET OFFICE

2009 JUN 1 PM 1 00
RECEIVED BY
COUNTY CLERK

CSJ # 0921-02-212
District # Pharr (021)
Code Chart 64 # 50109
Project: BR
NBI Structure # 211090AA0872001
CFDA # 20.205

STATE OF TEXAS §
COUNTY OF TRAVIS §

Original

**ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the County of Hidalgo acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Title 23, United States Code Section 144 authorizes federal funds to assist the States in the replacement or rehabilitation of deficient bridges located on public highways, roads and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns a bridge or bridges located on a public road or street located at CR 872(Los Ebanos Road) over Main Floodway Pilot Channel and said bridge(s) is included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order number _____, dated _____; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance which is attached hereto and made a part hereof as Attachment A and which provides for development of the specific programmed replacement or rehabilitation project, hereinafter called the "Project", identified in the location map shown as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Conditions for Termination of this Agreement

- a. The Agreement is terminated in writing with the mutual consent of the parties; or
- b. Breach of this Agreement, in which case any cost incurred shall be paid by the breaching party; or
- c. If the Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for 100 percent of its reasonable actual direct and indirect costs incurred for the project.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon, written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridge(s) identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this Agreement and which are incorporated herein by reference.

6. Right of Way and Real Property

The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.

The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work." The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- b. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, "Estimate of Direct Costs".
- c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment

The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services will be Provided by the State

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

- a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

- a. A Project Cost Estimate is provided in Attachment D, "Estimate of Direct Costs".
- b. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- c. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government.
- d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
- e. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owing.
- f. If at the completion or termination of the Project the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- g. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- h. The State will not pay interest on any funds provided by the Local Government.
- i. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- j. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for

federal participation under the Federal Highway Bridge Replacement and Rehabilitation Program. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.

- k. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to 1.5% percent
- l. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

14. Performance by Local Government of Equivalent-Match Projects (EMPs) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWPs)

- a. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, "Estimate of Direct Costs", but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a Participation-Waived Project (PWP) and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the Equivalent-Match Project(s) (EMP). Attachment C to this Agreement shows a list of EMP(s) under this Agreement.
- b. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering and construction costs for the PWP in total and local match fund participation being waived, or partially waived.
- c. Credit against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit(s) will be reflected in Attachment D to this Agreement.
- d. Responsibilities of the Local Government on EMP(s).

CSJ # 0921-02-212
District # Pharr (021)
Code Chart 64 # 50109
Project: BR
NBI Structure # 211090AA0872001
CFDA # 20.205

- (1) The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.
 - (2) The structural or safety improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP(s).
 - (3) Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMP(s) shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s).
 - (4) Failure by the Local Government to adequately complete the EMP(s) within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- e. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	State:
Honorable Juan D. "J.D". Salinas Hidalgo County Judge P.O. Box 1356 Edinburg, Texas 78540	Mario Jorge, P.E. Pharr District Engineer P.O. Box 1717 Pharr, Texas 78577-1717

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use.

All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting this Agreement's subject matter.

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

25. Civil Rights Compliance

The parties to this Agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

26. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

27. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the [Contractor, Local Government, Engineer, or whatever] certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

28. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the local government has an existing, future or proposed local ordinance commissioners court order, rule policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

CSJ # 0921-02-212
District # Pharr (021)
Code Chart 64 # 50109
Project: BR
NBI Structure # 211090AA0872001
CFDA # 20.205

31. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: _____
Signature

Honorable Juan D. "J.D." Salinas
Printed Name of Signatory

Title: **Hidalgo County Judge**

Date: _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
David P. Hohmann, PE
Director, Bridge Division

Date: _____

CSJ # 0921-02-212
District # Pharr (021)
Code Chart 64 # 50109
Project: BR
NBI Structure # 211090AA0872001
CFDA # 20.205

ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

CFDA # 20.205

CSJ # 0921-02-212

District # Pharr (021)

Code Chart 64 # 50109Project: BR

NBI Structure # 211090AA0872001

CFDA # 20.205

ATTACHMENT C (See Note **)

LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECT(S) (EMP)

[illegible]

Note *: This total should typically equal the “Balance of Local Government Participation” that is waived as shown in Attachment D.

Note**: This attachment not applicable for non-Participation-Waived Projects (PWP)

CSJ # 0921-02-212
 District # Pharr (021)
 Code Chart 64 # 50109
 Project: BR
 NBI Structure # 211090AA0872001
 CFDA # 20.205

ATTACHMENT D

ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE) (12%)	(1) \$ 67,200.00	
Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation (1.5%)		(3) \$ 1,008.00
Construction	\$ 560,000.00	
Engineering and Contingency (E&C) (17%)	\$ 95,200.00	
The Sum of Construction and E&C	(2) \$ 655,200.00	
Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation (1.5%)		(4) \$ 9,828.00
Amount of Advance Funds Paid by Local Government *		(5) \$0.00
Amount of Advance Funds to be Paid by Local Government *		(6) \$10,836.00
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) \$0.00
Total Project Direct Cost	(1+2) \$722,400.00	

* Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of
 EMP Work Being Credited to this PWP as
 Shown on Attachment C.

AI-16670

19.B.

**LCS Hidalgo, LLC Reimbursement
CC REGULAR**

Date: 07/28/2009
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Acceptance of check no. 6010 in the amount of \$8,567.18 from LCS Hidalgo, LLC for reimbursement of two (2) days use of 1,000kw diesel generator following Hurricane Dolly.

BACKGROUND

Fiscal Impact

Attachments

Link: copy of check

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/24/2009 04:56 PM	APRV
2	Erika Zamora	Erika Zamora	07/24/2009 05:07 PM	APRV
3	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Sergio Cruz
Started On: 07/24/2009 04:32 PM

Final Approval Date: 07/24/2009

To:
Virginia Rodriguez

LCS Hidalgo, LLC
Operating Account
147 Easy Street
Lafayette, LA 70506

CAPITAL ONE, NA
Lafayette, LA
14-9/850

6010

6/22/2009

PAY TO THE
ORDER OF

HIDALGO COUNTY

\$ 8,567.18

Eight Thousand Five Hundred Sixty-Seven and 18/100*****

DOLLARS

HIDALGO COUNTY TREASURER
2810 SOUTH BUSINESS HIGHWAY 281
ADMINISTRATION BUILDING
EDINBURG, TX 78539

Michael W. Zerk

MEMO

GENERATOR USE FOLLOWING LOSS OF ELECT

*Hurricane
Dolly*

⑈006010⑈ ⑆065000090⑆ 74 20 65537⑈

LCS Hidalgo, LLC-Operating Account

HIDALGO COUNTY

6010

6/22/2009

Date	Type	Reference
5/1/2009	Bill	REQ#41509

Original Amt.	8,567.18
---------------	----------

Balance Due	8,567.18
Check Amount	

Discount

Payment	8,567.18
	8,567.18

Cash - Operating

GENERATOR USE FOLLOWING LOSS OF EL

RECEIVED BY
HIDALGO COUNTY TREASURER
2009 JUN 29 PM 3 24

8,567.18

*Tony Pena
Emergency
Coordinator*

*L.T.
Bobby
Contreras
262-4142*

AI-16662

19.C.1.

2009 Interdepartmental for General Litigation (1100)

CC REGULAR

Date: 07/28/2009
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: General Litigation (1100)
Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interdepartmental
Transfers

Information

CAPTION

General Litigation (1100):
Approval of 2009 interdepartmental transfer from County Wide Administration (1100)
to General Litigation in the amount of \$41,650.21 to fund a portion of the pending
payment to Traveler's Insurance for self insured retention.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-X0-115-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 9-1100-415-00-115-002-0-899 to 9-1100-415-30-115-021-0-333 in the amount of
\$41,650.21. Funding available for transfer as of 7/24/09.

Attachments

Link: 2009-Interdpt for General Litigation (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	07/24/2009 02:21 PM	APRV
2	Dale Kennan (Originator)	Dale Kennan	07/24/2009 02:27 PM	APRV
3	Budget & Management	Erika Zamora	07/24/2009 03:11 PM	APRV
4	Sylvia Solis	Sylvia Solis	07/24/2009 04:13 PM	APRV
5	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Dale Kennan
Started On: 07/24/2009 01:59 PM
Final Approval Date: 07/24/2009

DATE: July 24, 2009

2009
Transfer



DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for
General Litigation (1100)

ACCOUNT NUMBER: 9-1100-415-X0-115-0XX-0-XXX

Contact: Dale Kennan **Ph#:** 292-7025 Ext. 5406

SUBJECT: Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(41,650.21)
9-1100-415-30-115-021-0-333	GENERAL LITIGATION-LEGAL SERVICES	\$ 41,650.21
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Transfer from CO WIDE ADM-CONTINGENCY to GENERAL LITIGATION-LEGAL SERVICES to fund the pending payment to Traveler's for the self insured retention.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-16666

19.C.2.

**Precinct #3 Sanitation - Interdepartmental Transfer
CC REGULAR**

Date: 07/28/2009
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Sergio Cruz
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management
Purchasing only: Interdepartmental Transfers

Information

CAPTION

Pct. #3 Sanitation (1100):
Approval of 2009 interdepartmental transfer from County Wide Administration (1100) to Precinct #3 Sanitation (1100) in the amount of \$35,000.00 to fund expected expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
Available balance as of 7/24/09.

ACCT. #: 9-1100-XXX-00-XXX-XXX-0-XXX
MATCHING FUNDS Y/N?: N

Attachments

Link: [Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/24/2009 04:01 PM	APRV
2	Roland Garcia	Rolando Garcia	07/24/2009 04:29 PM	APRV
3	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Perla Lopez
Started On: 07/24/2009 03:20 PM
Final Approval Date: 07/24/2009

DATE: July 28, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management for Precint #3 Sanitation

ACCOUNT NUMBER: 9-1100-XXX-00-XXX-XXX-0-XXX

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

REASON: Transfer to fund expected expenditures.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-16675

19.C.3.

**Interdepartmental Transfer - Pct# 4 Drainage Improvement Project (1339)
CC REGULAR**

Date: 07/28/2009

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management

Purchasing only: Interdepartmental
Transfers

Information

CAPTION

Pct. #4 C.O. 2009 Series (1339):

Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2009 Precinct #4 Drainage Improvement Project from (program 036) to Aguilar Pond (program 038) in the amount of \$63.00 to fund project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1339-431-00-124-036-0-890

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

9-1339-431-00-124-036-0-890-->9-1339-431-00-124-038-0-719 \$63.00

Funding available as of 7-24-09.

Attachments

Link: [interdept](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/24/2009 04:55 PM	APRV
2	Roland Garcia	Rolando Garcia	07/24/2009 05:04 PM	APRV
3	Auditor's Office		07/24/2009 05:10 PM	NEW
Form Started By: Manuel Chapa			Started On: 07/24/2009 04:45 PM	
Final Approval Date: 07/24/2009				

DATE: July 24, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for
C.O. Pct#4 Drainage Improvement Project (1339)

2009
Transfer

AI# 16675



ACCOUNT NUMBER: 9-1339-431-00-124-XXX-0-XXX

SUBJECT: Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1339-431-00-124-036-0-890	C.O. 2009- Pct # 4 - Drainage Improvement Project - Other	(63.00)
9-1339-431-00-124-038-0-719	C.O. 2009- Pct # 4 - Aguilar Pond - Land	63.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Interdepartmental transfer to cover a negative balance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-16598

19.D.1.

Court Reporter - Budget Amendment
CC REGULAR

Date: 07/28/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Rolando Lopez
Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget
Appropriations

Information

CAPTION

Court Reporter Fund (1239):
Approval of 2009 appropriation of funds for Court Reporter in the amount of \$100,000.00
to fund expenditures for court costs and investigations.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1239-253-00-000-000-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funds available in fund balance as of 07/21/09.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	07/21/2009 02:53 PM	APRV
2	Budget & Management	Erika Zamora	07/21/2009 03:54 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/23/2009 11:17 AM	APRV
4	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Sylvia Solis
Started On: 07/21/2009 02:08 PM

Final Approval Date: 07/24/2009

DATE: July 21, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009 Appropriation



DEPARTMENT NAME: Dept. of Budget & Mgmt for Court Reporter

ACCOUNT NUMBER: 9-1239-412-00-115-043-0-831

Contact Person: Sylvia Solis **Ph#:** (956) 292-7025 ext. 5423

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1239-412-00-115-043-0-831	COURT REPORTER - COURT COSTS & INVESTIGATION	100,000.00
TOTAL BUDGET INCREASE (DECREASE)		100,000.00

REASON:

Appropriation of funds to cover court costs and investigation expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-16634

20.A.4.

**Credit Card Payment Services - Hidalgo County
CC REGULAR**

Date: 07/28/2009
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

a. Acceptance and approval of the scoring/evaluation grid (for the purposes of ranking by Commissioners' Court) submitted in response to the Request for Proposals - "Credit Card Payment Services"-Hidalgo County-RFP No. 2009-040-06-10-otm:

1st. _____; 2nd. _____; 3rd. _____;
4th. _____;

b. Authorization for Purchasing Department to negotiate a BAFO (Best and Final Offer) contract with the number one (1) ranked proposer _____ for "Credit Card Payment Services" RFP-Hidalgo County. RFP No. 2009-040-06-10-otm

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Credit Card Services will be paid to vendor through a user fee.

No budgetary impact at this time. rc

Attachments

Link: SCORING AND EVALUATION FORMS

Link: SCORING GRID

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/23/2009 03:44 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2009 04:20 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/24/2009 04:26 PM	APRV
4	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Olga Montero

Started On: 07/22/2009 04:23 PM

EVALUATION/GRADING GRID
RFP NO: 2009-040-06-10-otm
HIDALGO COUNTY – "CREDIT CARD PAYMENT SERVICES"

EVALUATION CRITERIA	POWER PAY RFP NO. 1					PAYMENTUS CORPORATION RFP NO. 2				
	GRADERS									
	1	2	3	4	5	1	2	3	4	5
1. Understanding the Services/Methodology a) Requested information included and thoroughness of response. b) Understanding and acceptance of the scope of service. c) Acceptance of the RFP and Contract requirements. d) Clarity and conciseness of the response.	15	10	21	20	15	20	22	23	21	20
2. Ability to commit to all services requested a) Background of Proposer and support personnel, including professional qualifications and length of time working in Proposers capacity. b) Relevant experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions. c) Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions. d) Other resources, including total number of employees. e) References with contact names and telephone numbers.	15	20	26	24	20	20	26	26	26	25
3. Ease of Support System and Response Time Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able to evaluate, diagnose and/or begin service immediately.	15	15	18	15	15	15	18	19	16	15

4. Cost Fees and Warranty-in considering proposals Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour.

	15	24	21	22	20	15	23	22	21	20
TOTAL	60	69	86	81	70	70	89	90	84	80
AVERAGE	73.2					82.6				

RANKINGS (UPON REVIEW AND APPROVAL BY HIDALGO COUNTY COMMISSIONERS COURT)

EVALUATION/GRADING GRID
RFP NO: 2009-040-06-10-otm
HIDALGO COUNTY – "CREDIT CARD PAYMENT SERVICES"

EVALUATION CRITERIA	EZ ACCESS RFP NO. 3					METAVANTE CORPORATION RFP NO. 4				
	GRADERS									
	1	2	3	4	5	1	2	3	4	5
1. Understanding the Services/Methodology a) Requested information included and thoroughness of response. b) Understanding and acceptance of the scope of service. c) Acceptance of the RFP and Contract requirements. d) Clarity and conciseness of the response.	25	25	20	20	25	25	24	25	21	20
2. Ability to commit to all services requested a) Background of Proposer and support personnel, including professional qualifications and length of time working in Proposers capacity. b) Relevant experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions. c) Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions. d) Other resources, including total number of employees. e) References with contact names and telephone numbers.	30	20	20	25	30	20	29	25	26	20
3. Ease of Support System and Response Time Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able to evaluate, diagnose and/or begin service immediately.	20	15	20	21	20	15	20	20	16	15

4. Cost Fees and Warranty-in considering proposals Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour.

	25	10	24	21	20	15	25	24	21	25
TOTAL	100	70	84	87	95	75	98	94	84	80
AVERAGE	87.2					81.6				

RANKINGS (UPON REVIEW AND APPROVAL BY HIDALGO COUNTY COMMISSIONERS COURT)

HIDALGO COUNTY
"CREDIT CARD PAYMENT SERVICES"
RFP NO. 2009-040-06-10-otm

SCORING GRID

TOTAL COMMITTEE GRADERS	Power Pay Portland, ME	Paymentus Corp. Atlanta, GA	EZ Access McAllen, Tx 78501	Metavante Corporation Milwaukee, WI
GRADER NO. 1	60	70	100	75
GRADER NO. 2	69	89	70	75
GRADER NO. 3	86	90	84	94
GRADER NO. 4	81	84	87	84
GRADER NO. 5	70	80	95	80
TOTAL SCORE	366	413	436	408

TOTAL AVERAGE SCORES AND RANKING

TOTAL SCORES & RANKING	PROPOSERS			
	Power Pay Portland, ME	Paymentus Corp. Atlanta, GA	EZ Access McAllen, Tx 78501	Metavante Corporation Milwaukee, WI
TOTAL SCORES	73.2	82.6	87.2	81.6
RANKING				

AI-16655

20.A.5.

**Approval-Final Lease with Option to Purchase Agreement with Edinburg
Real Estate Network Inc,
CC REGULAR**

Date: 07/28/2009

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Acceptance and approval of the final Lease with Option to Purchase Agreement for the, "Mediplex Office Complex," with Edinburg Real Estate Network Inc., as approved to award on CC 6/08/09. C-09-064-06-08 with monthly rental amount of \$1.00/sq.ft. (not to exceed 25,928 sq.ft.) with determination of the purchase price of \$

BACKGROUND

Projected occupancy date September 01, 2009. rc

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-415-00-115-002-0-441

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$103,712.00 available funding as of 07/24/2009. rc

Attachments

Link: [Lease Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/24/2009 02:26 PM	APRV
2	Budget & Management	Erika Zamora	07/24/2009 03:08 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/24/2009 04:45 PM	APRV
4	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Rocio Villarreal
Started On: 07/23/2009 04:03 PM
Final Approval Date: 07/24/2009

THE STATE OF TEXAS '
COUNTY OF HIDALGO '

LEASE
C-09-064-06-08

THIS LEASE is made and entered into by and between Edinburg Real Estate Network Inc., referred to in this Lease as “Lessor”, and **THE COUNTY OF HIDALGO**, referred to in this Lease as “Lessee.”

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for two (2) year term commencing on the date of occupancy and ending two (2) years thereafter, unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for

an additional one (1) year term, under the same rates, terms and conditions. Lessee reserves the right to continue this lease for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.4. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to a One Dollar (\$1.00) per square feet, and not to exceed Twenty-five Thousand Nine Hundred Twenty-eight Dollars and no/100ths. (\$25,928.00) per month (see "Exhibit B"). In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date. Lessee has the option to purchase the office building which is the subject of these specifications. All lease payments shall be applied to the purchase price of the premises should the Lessee exercise its option to purchase the property (see "Exhibit D").

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **1615 S. Closner, Ste. A, Edinburg, Texas 78539**, or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of

the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.4 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent use of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems (HVAC) and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased

Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

- (1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.
- (2) Plumbing facilities that conform to applicable law, maintained in good working order.
- (3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.
- (4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.
- (5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.
- (6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

- (7) Floor, stairways, and railings maintained in good repair.
- (8) Landscaping (all greenery, watering, and maintainance).
- (9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease. For purposes of this Section 4.4, if Lessor make repairs at least

fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor.** Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar (\$500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance.

9.3 **Lessee.** Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the

execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's

sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are

condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other

than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. OPTION TO PURCHASE

14.1 Provided Lessee is not in default under any provisions of this lease agreement, Lessee shall have the option to purchase the Premises for the price of _____ and No/100ths Dollars (\$_____.00) (the "Option Price"). Such Option to Purchase may be exercised at any time after the Commencement Date of this Lease by Lessee giving notice to Lessor, such notice evidenced by an executed Earnest Money Contract delivered to Lessor, an unsigned copy of which is attached hereto as Exhibit "D" (The "Purchase Contract"). All rent paid by Hidalgo County through the date of closing (as defined in the Purchase Contract) in accordance with this Lease shall be credited toward, the Purchase Price (as defined in the Purchase Contract).

ARTICLE 15. MISCELLANEOUS

Notices and Addresses

15.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Edinburg Real Estate Network
Attn: Oscar Cortes, MD
1615 S. Closner, Ste. A
Edinburg, Texas 78539

Lessee:
County of Hidalgo
Attn: County Judge
P.O. Box 1356
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

15.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

15.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

15.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

15.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the

subject matter of this Lease Agreement.

Amendment

15.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

15.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

15.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

15.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

15.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee

agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

15.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

15.12 Time is of the essence of this Lease Agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the _____ day of _____ 2009.

HIDALGO COUNTY

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY:

Edinburg Real Estate Network Inc.

By: _____

Printed Name: _____

Title: _____

Approved on Commissioners' Court June 8, 2009.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

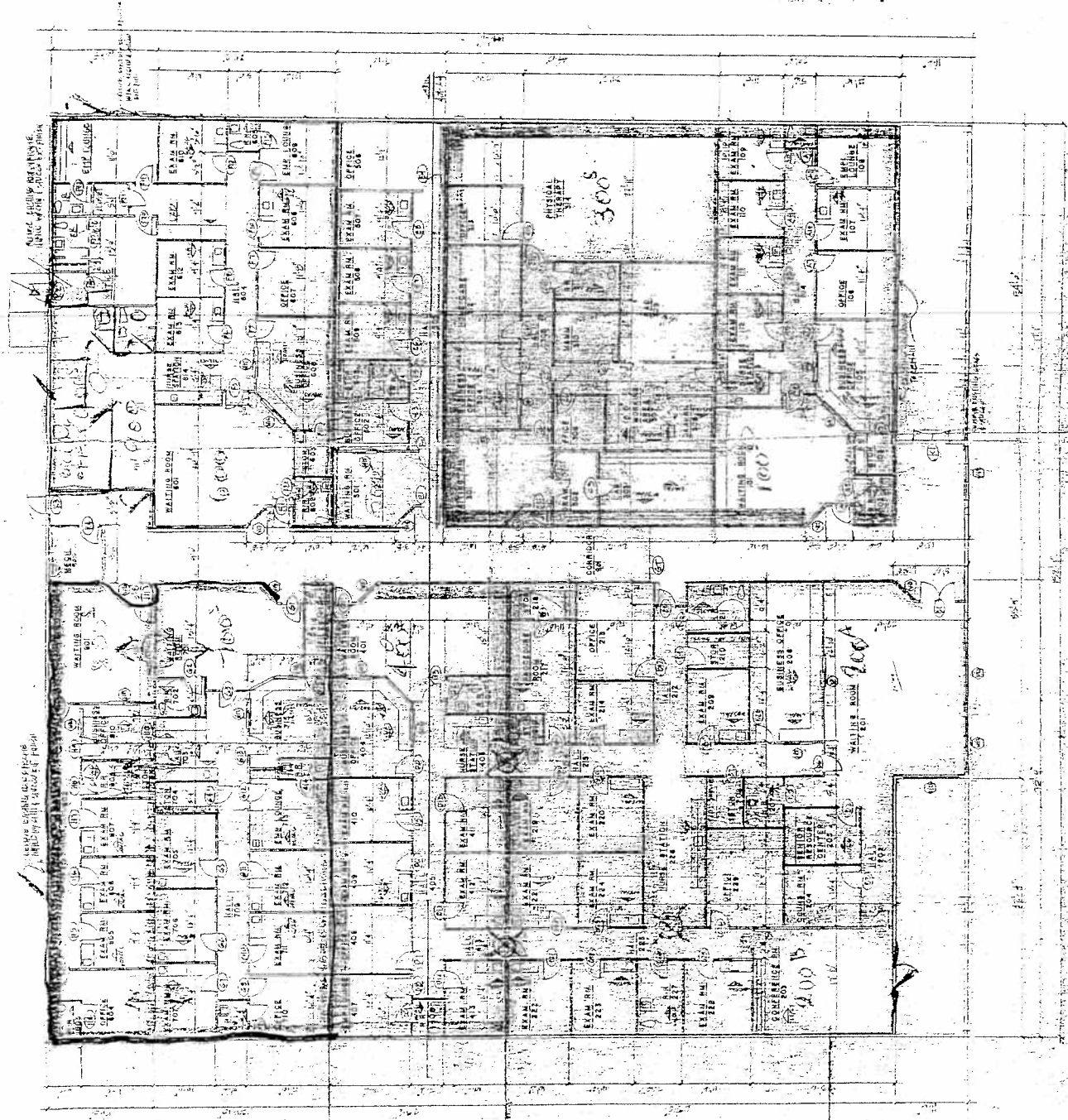
By: _____
Stephen L. Crain

EXHIBIT “A”

LEGAL DESCRIPTION

LEGEND
 - Walls
 - Windows
 - Doors
 - Stairs
 - Elevators
 - Mechanical
 - Electrical
 - Plumbing
 - Fire Protection
 - Security
 - Other

301 FLOOR PLAN



2

APPROX 2' X 3' NOT TO SCALE

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land containing 2.673 acres situated in the City of Edinburg, Hidalgo County, Texas, out of LOT 11, SECTION 271, TEXAS-MEXICAN RAILWAY COMPANY SURVEY (Deed Reference: Volume 24 Page 168, Hidalgo County Deed Records), said 2.673 acres being a part or portion of a (5.51 ac.) Tract conveyed to EDINBURG REAL ESTATE NETWORK, INC. (Warranty Deed recorded under Document #494501, Hidalgo County Official Records), said 2.673 acres also being more particularly described as follows:

BEGINNING at a pipe found on the west right -of-way line of U.S. Business Highway 281 (Closner Boulevard) for the easternmost Northeast corner of this tract, said pipe bears S 9° 05' 00" W a distance of 275.40 feet and N 80° 53' 00" W a distance of 50.00 feet from the Northeast corner of said Lot 11, Section 271;

THENCE, S 9° 05' 00" W along the West right -of -way line of said U.S. Business Highway 281 (Closner Boulevard) and the East property line of said Edinburg Real Estate Network Inc. tract, a distance of 37.10 feet to an iron rod set for the Southeast corner of this tract;

THENCE, N 80° 53' 00" W a distance of 501.33 feet to an iron rod set for the Southwest corner of this tract;

THENCE, N 9° 05' 00" E along the West property line of said Edinburg Real Estate Network, Inc. tract, a distance of 267.50 feet pass an iron rod set on the South line of an Utility Easement (granted to the City of Edinburg in Vol. 1554 Pg.465, Hidalgo County Deed Records), at a distance of 274.50 feet pass a pipe found for the South right-of -way line of Freddy Gonzalez Drive (as dedicated in Vol. 1528 Pg. 648, Hidalgo county Deed Records), and continuing a total distance of 312.50 feet to the north line of said Lot 11, for the Northwest corner of this tract;

THENCE, S 80° 53' 00" E along the north line of said Lot 11, a distance of 191.30 feet to an outside corner of this tract;

THENCE, S 11° 37' 43" W a distance of 20.02 feet to an inside corner of this tract;

THENCE, S 80° 53' 00" E a distance of 177.67 feet to an outside corner of this tract;

THENCE, S 9° 05' 00" W at a distance of 18.00 feet pass a pipe found for said South right-of-way line of Freddy Gonzalez Drive (Vol. 1528 Pg. 648, Hidalgo County Deed Records), at 25.00 feet pass the south line of said Utility Easement (Vol. 1554 Pg. 465, Hidalgo County Deed Records), and continuing, along the west property line of tract conveyed to S.S. Partners (WD Doc. #450889, Hidalgo County Official Records), for a total distance of 255.40 feet, to a pipe found for an inside corner of this tract;

THENCE, S 80° 53' 00" E along the south property line of said S.S. Partners tract, a distance of 133.25 feet to the POINT OF BEGINNING, and containing 2.673 acres, of which 0.240 of one acre lies in the right-of-way of said Freddy Gonzalez Drive (as dedicated in Vol 1528 Pg. 648, Hidalgo County Deed Records), leaving a net of 2.433 acres of land, more or less.

Current Owner				Legal Description				Exemptions		Appraised	
EDINBURG REAL ESTATE NETWORK INC (0565274) 1615 S CLOSNER BLVD STE D EDINBURG, TX 78539-6362				ALBERTSON'S EDINBURG LOT 1				2,078.270			
Status Address								Entities		Homestead Cap	
								CEB, DR1, GHD, JCC, R15, SEB, SST		0	
Sales				History Information							
Date	Volume	Page	Seller Name	2008		2007		2006		2005	
12/20/1999	831936		UNKNOWN OWNER	Imp HS	-	-	-	-	-	-	-
				Imp NHS	\$1,192,559	\$1,259,045	\$1,244,399	\$1,310,884			
				Land HS	-	-	-	-	-	-	-
				Land NHS	\$423,928	\$423,928	\$423,928	\$423,928			
				Ag Mkt	-	-	-	-	-	-	-
				Ag Use	-	-	-	-	-	-	-
				Tim Mkt	-	-	-	-	-	-	-
				Tim Use	-	-	-	-	-	-	-
				HS Cap	-	-	-	-	-	-	-
				Assessed	\$1,616,487	\$1,682,973	\$1,668,327	\$1,734,812			
Building Attributes				Improvement Sketch							
Construction	Foundation	Exterior	Interior	Roof	Flooring						
COM	SLB	TIL	SRK	FLT-BLT	CPT						
Heat/AC	Baths	Fireplace	Year Built	Rooms	Bedrooms						
AND	8		1973								
Improvements											
Type	Description	Area	Year Built	Eff Year	Value						
C	Commercial										
CLC	Clinic	21484	1973	1984	\$1,283,405						
ENC	Enclosed Add	516	1973	1984	\$980,605						
ENC	Enclosed Add	648	1973	1984	\$23,552						
OFF	Office	3280	1973	1984	\$29,577						
ASP	Asphalt	57235	1973	1984	\$149,711						
CON	Concrete	4561	1973	1984	\$39,406						
Land Segments											
SPTB	Description	Area	Market	Ag Value							
F1	Lot	105982F	794,865	0							

[illegible]

EXHIBIT “B”

BID PAGE

EXHIBIT "B"

**"LEASE and/or LEASE PURCHASE OFFICE
SPACE for HIDALGO COUNTY"
BID NO.: 2009-064-05-13-MEG
BID FORM**

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID

Proposed Location (physical address) <u>1615 S CLOUSER STE, B - J</u>
Legal Description: <u>ALBERTSON'S EDINBURG, LOT 1</u>
Total Square feet of Proposed Building <u>25928</u>

VENDOR	SQUARE FOOT	COST
PRICE per square foot	\$1.00 + NNN	\$ <u>25,928.</u> =
Total Monthly Bid Price		\$ <u>25,928.</u> =

BIDDER/COMPANY NAME: EDINBURG REAL ESTATE NETWORK INC.

ADDRESS: 1615 S. CLOUSER, STE A

CITY: EDINBURG STATE: TX ZIP CODE: 78530

PHONE No. (956) 381-9854 CELL: (956) 451-0348 FAX No. (956) 381-9858 9:47

AUTHORIZED SIGNATURE: [Signature]

PRINTED NAME: OSCAR CORTES, MD

TITLE: PRESIDENT.

EMAIL: drocortes@yahoo.com.

Witnessed

[Signature]

EXHIBIT “C”

CERTIFICATE OF INSURANCE

FILE	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
D	PPS 43240754		16394504		MO14656377-001-00001	NONE
BRANCH ST BRANCH TBD - NC						RENEWAL EFF 05/01/2009



**MARYLAND CASUALTY COMPANY
PRECISION PORTFOLIO POLICY - COMMON DECLARATIONS
PRECISION PREMIER
OFFICE PROGRAM**

This policy consists of the declarations as well as the coverage forms and endorsements listed on the Forms and Endorsements Applicable List.

NAMED INSURED AND MAILING ADDRESS EDINBURG REAL ESTATE NETWORK 1615 S CLOSMER STE. D EDINBURG TX 78539-6362	AGENCY NAME AND SERVICING ADDRESS LUJAN INSURANCE AGENCY PO BOX 704 PHARR TX 78577-1613 (956) 783-1165				
BRANCH NAME AND SERVICING ADDRESS BRANCH TBD - NC P.O. BOX 10197 JACKSONVILLE, FL 32247-0197 (800) 800-3907	POLICY PERIOD <table border="1"> <tr> <th>FROM</th> <th>TO</th> </tr> <tr> <td>05/01/2009 12:01 am</td> <td>05/01/2010 12:01 AM</td> </tr> </table>	FROM	TO	05/01/2009 12:01 am	05/01/2010 12:01 AM
FROM	TO				
05/01/2009 12:01 am	05/01/2010 12:01 AM				

BUSINESS ENTITY: LTD LIABILITY

POLICY PREMIUMS

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts. This premium may be subject to adjustment.

	PREMIUM
COMMERCIAL PROPERTY COVERAGE PART	\$ 6,335.00
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$ 2,803.00
PREMIUM SIZE CREDIT	\$ 280.00-
TERRORISM PREMIUM	\$ 183.00
TOTAL ANNUAL PREMIUM	\$ 9,041.00

Countersigned by _____

 Authorized Representative Date

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
D	PPS 43240754		16394504		MO14656377-001-00001	NONE

BRANCH ZR ZURICH GROUP-SA

RENEWAL EFF 06/01/2005

**ZURICH**

PRECISION PORTFOLIO POLICY
COMMERCIAL GENERAL LIABILITY DECLARATIONS
PRECISION PREMIER
OFFICE PROGRAM

This coverage part consists of this declarations form, the common policy conditions, and the coverage forms and endorsements indicated as applicable on the forms list.

COVERAGES AND LIMITS OF INSURANCE

Some of these coverages are sublimits or are subject to aggregate limits. Refer to your policy to determine how they apply.

GENERAL AGGREGATE	\$2,000,000
PRODUCTS AND COMPLETED OPERATIONS AGGREGATE	\$2,000,000
EACH OCCURRENCE	\$1,000,000
TENANTS LEGAL LIABILITY	\$1,000,000
MEDICAL EXPENSES - EACH PERSON	\$ 10,000
PERSONAL INJURY AND ADVERTISING INJURY	\$1,000,000

COMMERCIAL GENERAL LIABILITY

992008 Ed. 3-00

INSURED'S COPY

03/29/2005

EXHIBIT “D”

DRAFT EARNST MONEY CONTRACT

EARNEST MONEY CONTRACT

(Unimproved Property)

Seller: HIDALGO COUNTY, TEXAS
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Purchaser: _____

Title Company: _____

Escrow Agent: _____

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I

THE PROPERTY

The property is the surface estate only of that certain tract of real property located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A" attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II

PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of _____ and ____/100ths Dollars (\$_____.__) payable in cash or other immediately available funds, at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent, the sum of \$____,000.00 as earnest money (hereinafter the "Earnest Money") to bind this sale. The Earnest Money shall be deposited by the Escrow Agent until the date of Closing, at which time it shall be applied as hereinafter provided and any excess returned to Purchaser, provided

Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

TERMINATION OPTION

2.3 For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser's agreement to pay Seller _____ (Option Fee) within 2 days after the effective date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice of termination to Seller within sixty (60) days after the Effective Date of the Feasibility Study as contained in Article VI of this contract such effective date being the same date of Seller's written notice as required in Article VI of this contract. If Purchaser gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Purchaser. The Option will be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser that Seller has full requisite power and authority to perform all of its obligations under this Contract.

3.2 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

3.3 (a) Purchaser hereby represents and acknowledges that:

(1) Purchaser is purchasing the Property, and the Property shall be conveyed and transferred to Purchaser, "AS IS, WHERE IS, AND WITH ALL FAULTS" and, except as specifically set forth herein, without any warranties, representations, or guarantees, either expressed or implied, of any kind, nature, or type whatsoever from or on behalf of the Seller. Purchaser acknowledges that it has not relied, and is not relying, on any information, document, sales brochures, or other literature, maps or sketches, projections, pro formas, statements, representations, guarantees, or warranties (whether expressed or implied, or oral or written, or material or immaterial) that may have been given by, or made by, or on behalf of, Seller;

(2) Purchaser is not entitled to, and should not rely on, the Seller or its agents as to (A) the quality, nature, adequacy, or physical condition of the Property, including without limitation, the structural elements, foundation, roof, appurtenances, access,

landscaping, parking facilities, or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any; (B) the quality, nature, adequacy, or physical condition of soils or the existence of ground water at the Property; (C) the existence, quality, nature, adequacy, or physical condition of any utilities serving the Property; (D) the development potential of the Property, its habitability, merchantability or fitness, suitability, or adequacy of the Property for any particular purpose; (E) the zoning or other legal status of the Property; (F) the Property's or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, or restrictions of any governmental or quasi-governmental entity, or of any other person or entity; (G) the quality of any labor or materials relating in any way to the Property; or (H) the condition of title to the Property (except for the warranty of title set forth in the deed), or the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservations, covenant, condition, restriction, or any other matter affecting title to the Property;

(3) Purchaser has had and will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual, and other inquiries, investigations and tests as it deems necessary, desirable, or appropriate with respect to the Property. Those inquiries and investigations of Purchaser may include, but are not limited to, any leases and contracts pertaining to the Property, the physical components of all portions of the Property, the condition of the Property, the existence of any hazardous materials or other environmental matters affecting the Property, the existence of any wood-destroying organisms on the Property, the state of facts that an accurate survey and inspection would show, the present and future zoning ordinances, resolutions, and regulations of the city, county, and state where the Property is located, and the value and marketability of the Property; and

(4) Without in any way limiting the generality of the preceding subsections (1) through (3), Purchaser specifically acknowledges and agrees that it hereby waives, releases, and discharges any claim that it has, might have had, or may have against the Seller with respect to the condition of the Property, either patent or latent, its ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy, or other licenses for the use or operation of the Property and/or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon (except as provided herein as to Seller's obligations for proration of current year taxes and payment of ad valorem taxes for prior years), the compliance with any environmental protection, pollution or land use laws, rules, regulations, or requirements, and any other state of facts that exist with respect to the Property.

(b) A provision similar to the following shall be included in the deed required under this Agreement:

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) SELLER HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

- (c) The provisions of this Paragraph 3.3 shall survive the Closing.

ARTICLE IV

TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Purchaser's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner's Policy of Title Insurance to Purchaser guaranteeing title to the Property to be good and indefeasible.

4.2 At the same time that Seller causes the Title Binder to be furnished to Purchaser, Seller shall also cause to be delivered to Purchaser, at Purchaser's expense, true copies of all recorded instruments referred to in the Title Binder as conditions or exceptions to title to the Property.

4.3 If requested by Purchaser, within fifteen (15) days from the date of this Contract, Seller at Purchaser's sole cost and expense, shall cause to be delivered to Purchaser a current plat of survey (the "Survey") prepared by a Registered Public Surveyor licensed by the State of Texas selected by Seller. The Survey shall be staked on the ground and shall set forth the number of total net acres comprising the Property, together with a metes and bounds description thereof. The term net acres mean the number of acres contained in the Property, exclusive of any land lying within any easements, streets or roads, or the right of way lines of public roads and shall be calculated to the nearest one hundredth of an acre. The metes and bounds description of the

Property contained in the Survey will be used on all closing documents and title policies in lieu of the description contained in Exhibit A attached hereto.

4.4 Purchaser shall have a period of ten (10) days following the date of receipt by Purchaser of the Survey and the Title Binder to give Seller written notice of any title exceptions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall attempt to cure such objections, but shall not be obligated to incur any cost or institute litigation for such purpose. If Purchaser gives notice of title objections and Seller does not cure the objections within five (5) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances (as hereinafter defined).

4.5 All items or title exceptions not objected to or objected to and later waived shall be referred to as "Permitted Encumbrances."

ARTICLE V

CLOSING

5.1 Closing shall be held on or before 30 days following the Effective Date of this Contract, at the office of the Escrow Agent, at the time as may be agreed upon by the parties.

5.2 At the Closing Seller shall deliver to Purchaser the following:

A. A Special Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Article 4.5, above;

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the Purchase Price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances.

C. Tax Report from the tax service operated by or associated with Title Company showing no taxes due.

D. Possession of the Property.

5.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price, plus or minus any adjustments and/or prorations otherwise herein provided.

ARTICLE VI

ADJUSTMENTS AND EXPENSES

6.1 Real estate taxes for the year of Closing are to be adjusted and prorated, if applicable, as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation.

6.2 Purchaser shall pay costs associated with the sale of the Property, including but not limited to, recording instruments presented by Seller and all financing instruments, the Survey, its own attorneys' fees, the Owner and any Mortgagee Policy of Title Insurance, the appraisal obtained by Seller prior to the sale, newspaper notices advertising the Property for sale, tax service and all other expenses of Closing not specifically attributed to Seller hereunder. Seller's own attorneys' fees shall be paid by Seller.

ARTICLE VII

DEFAULT

If Purchaser fails to comply with the obligations as set out in this Contract, Seller may terminate this Contract and receive the Earnest Money as liquidated damages, or may enforce specific performance or any other remedy available to it at law or in equity. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract.

ARTICLE VIII

[Intentionally Omitted]

ARTICLE IX

LIENS AND TAXES

The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with

recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing.

ARTICLE X

ASSIGNMENT

This Contract may not be assigned by Purchaser without the prior written consent of Seller. Any assignment in violation of this Article X shall be null and void, *ab initio*.

ARTICLE XI

SURVIVAL

Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XII

REAL ESTATE COMMISSIONS

Seller and Buyer represent each to the other that no brokers were or are involved with the transaction which is the subject of this Contract and that no claims for brokerage fees or other similar form of compensation are due or payable to any real estate broker or other person or entity because of the sale of the Property.

ARTICLE XIII

MISCELLANEOUS

13.1 Time shall be of the essence of this Contract.

13.2 This Contract and all of the terms, provisions and covenants contained herein shall, to the extent permitted herein, apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

13.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

13.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

13.5 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

13.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

13.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

13.8 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

13.9 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

13.10 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

13.11 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article VIII. At Closing, the Earnest Money shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

13.12 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax Law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing,

will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

ARTICLE XIV

CONDEMNATION

14.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

14.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

The date of this Contract is the _____ day of _____, 200 ____.

SELLER:

COUNTY OF HIDALGO

By: _____
J.D. Salinas, County Judge

PURCHASER:

Printed Name: _____

Receipt of a fully executed Contract and \$_____.00 Earnest Money in the form of a
_____ are hereby acknowledged this ____ day of
_____, 200__ at _____, _____.M.

ESCROW AGENT:

By:_____

Seller and Purchaser designate the following named attorneys to represent their
respective interest herein:

SELLER'S ATTORNEY:

Atlas & Hall, L.L.P.
Attn: Stephen L. Crain
P. O. Box 3725
McAllen, Texas 78502

BUYER'S ATTORNEY:

EXHIBIT "A"
Metes and Bounds Description of the Property

[To be provided]

Leonel Garza Jr. & Associates LLC

Appraisal Report

Subject: Mediplex Office Complex

Owner of Record: Edinburg Real Estate Network, Incorporated

Client: Hidalgo County Purchasing Department
C/o: Martha Salazar, Purchaser
2802 S. Business 281, Edinburg, Texas 78539

March 13, 2009
(Date of Report)

1419 Dove, Suite 1, McAllen, Texas 78504
(956) 687-7295 (24 Hour Answering Service)
Fax (956) 687-9236 Email Address: leonel3@aol.com

Leonel Garza Jr. & Associates LLC

*State Certified General Real Estate Appraiser
Real Estate Property Tax Consultants*

1419 Dove, Suite 1, McAllen, Texas 78504
(956) 687-7295 (24 Hour Answering Service) Fax (956) 687-9236
Email Address: leonel3@aol.com

March 13, 2009

**Hidalgo County Purchasing Department
C/o: Martha Salazar
2802 S. Business 281
Edinburg, Texas 78539
PO # 618573**

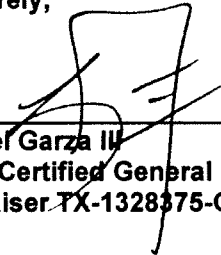
RE: Mediplex Office Complex

Mrs. Salazar:

In accordance with your request, we are pleased to present our restricted use appraisal report of the Mediplex Office Complex located at 1615 South Closner Boulevard, Edinburg, Texas. This appraisal report shall establish the fee simple market valuation of the subject property to be used for analysis as determined by the Hidalgo County Purchasing Department as per scope of the assignment. The assignment is to establish the current market valuation of the subject property in its present state and to be reported in a restricted use report for the sole use for analysis by the Count of Hidalgo. This report, which is intended to comply with the reporting requirements set forth under Standard Rule 1 and 2-2 (c) of the Uniform Standards of Professional Appraisal Practice for a Restrict Use Appraisal. This letter along with the assumption & limiting conditions and certification shall be attached herewith. I, Leonel Garza III, General Certified Real Estate Appraiser, personally inspected the subject property on March 4, 2009 and have carefully studied and analyzed factors pertinent to the valuation of the estimate of value as per scope. The report has been written as per scope in a restricted use format of which limits the use of the report to the intended client only. The appraisers opinions and conclusions set forth in the report may not be understood properly without additional information provided within the appraisers work file. It should be understood by the client and intended user, Hidalgo County Purchasing Department, that this report is limited to the scope of the assignment and information provided by client included but not limited to information gathered through public and private resources for purpose of establishing and completing said assignment. This report shall comply with the most applicable approach to market value based on the inspection of the subject property and its highest and best use. Any other approaches to value not included in this analysis does not indicated there inapplicability, however, they may not be the most reliable method of market value and therefore were not heavily weighted for purposes of establishing the current market value as per scope of the assignment. This is a restricted use appraisal report does not include any personal property such as equipment, signs, and does not include any benefit for business interest as per scope of the assignment. Based on the overall analysis of the subject property on March 4, 2009, the market value of the above-described property is indicated to be **\$3,100,000.**

If you have any questions about this report or if any item needs clarification please do not hesitate to call on us at (956) 687-7295.

Sincerely,


**Leonel Garza III
State Certified General Real Estate
Appraiser TX-1328375-General**

AI-16660

20.A.6.

Substance Abuse Facility-Pct. #4-Approval-Utility Easement&Right of Way-AEP Tx. Central Co.

CC REGULAR

Date: 07/28/2009

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting approval of a utility easement and right of way between the County of Hidalgo and AEP Texas Central Company for electric distribution lines in connection with the construction (by the State of Texas) of a Substance Abuse Facility for Hidalgo County located in Precinct #4 with authority for County Judge or CC Member to execute document and recording of same with the County Clerk.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-415-00-115-002-0-841

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 7-24-09 \$1,354.00.

Attachments

Link: [Back up](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/24/2009 02:17 PM	APRV
2	Budget & Management	Erika Zamora	07/24/2009 03:09 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/24/2009 05:08 PM	APRV
4	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Marty Salazar
Started On: 07/24/2009 01:44 PM

Final Approval Date: 07/24/2009

Town: Edinburg

County: Hidalgo

Submitted by: rcm

Description: OH line behind the WIC Clinic on Schunior St.

W.R. #

Date: 07/06/2009

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AND RIGHT OF WAY

COUNTY OF HIDALGO ("Grantor"), for and in consideration of Ten & 00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS CENTRAL COMPANY**, a Texas corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 ("Grantee") the receipt and sufficiency of which is hereby acknowledged and confessed, has **GRANTED, SOLD, and CONVEYED**, and by these presents does **GRANT, SELL, and CONVEY** unto Grantee, its successors and assigns, a perpetual easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, crossarms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon the following described land located in Hidalgo County, Texas, to wit:

SEE EXHIBIT "A & B", ATTACHED AND MADE A PART HEREOF AND INCORPORATED HEREIN

Together with the right of ingress and egress over, under, across and upon said land and Grantor's adjacent land for the purpose of constructing, operating reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from said land all structures, obstructions, and trees and parts thereof, using generally accepted vegetation management practices, which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances.

Grantor reserves the right to use the land subject to said easement and right of way in any way that will not interfere with Grantee's exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other aboveground structure on or within the easement area without the express written consent of Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns forever. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this ____ day of _____, _____.

For: **County of Hidalgo**

By: _____
Judge Juan D. Salinas III

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, _____ by Juan D. Salinas III, Judge of County of Hidalgo.

Notary Public, State of Texas

(Printed Name)

Commission Expires: _____

AFTER RECORDING, PLEASE RETURN TO:

AEP Texas Central Company
% Right-Of-Way Agent
355 W. Hwy 77
San Benito, Texas 78586

EXHIBIT A

METES AND BOUNDS

HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY SUBDIVISION
EASEMENT TO AMERICAN ELECTRIC POWER

A 0.060 OF AN ACRE TRACT OF LAND OUT OF LOT 1, HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY SUBDIVISION, EDINBURG, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN INSTRUMENT NUMBER 1972785, MAP RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A NAIL SET ON THE SOUTH LINE OF LOT 1 FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID NAIL BEARS NORTH, 380.00 FEET AND WEST, 339.27 FEET FROM THE SOUTHEAST CORNER OF LOT 1.

THEWNC; WEST, ALONG THE SOUTH LINE OF LOT 1, A DISTANCE OF 11.34 FEET TO A NAIL SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 28°09'51"W, A DISTANCE OF 254.83 FEET TO A NAIL SET ON THE WEST LINE OF LOT 1 FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; N 36°11'47"E, ALONG THE WEST LINE OF LOT 1, A DISTANCE OF 11.09 FEET TO A NAIL SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 28°09'51"E, A DISTANCE OF 264.98 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.060 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY SUBDIVISION, RECORDED IN INSTRUMENT NUMBER 1972785, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ADEQUATE SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: May 6, 2009

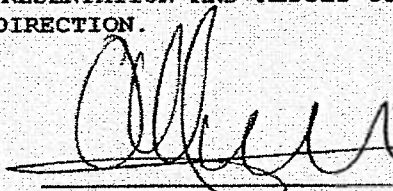
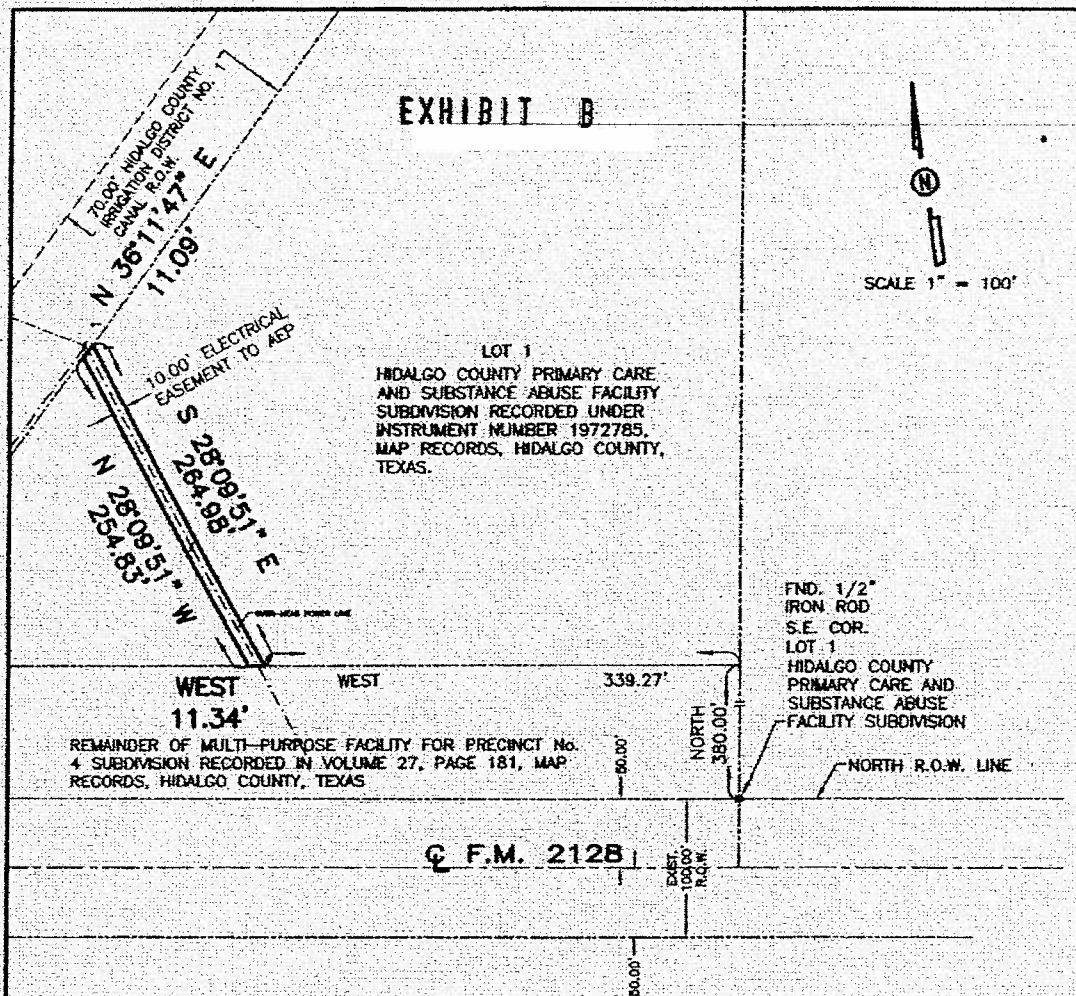

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



EXHIBIT B



PLAT SHOWING

A 0.060 OF AN ACRE TRACT OF LAND OUT OF LOT 1, HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY SUBDIVISION, EDINBURG, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER INSTRUMENT NUMBER 1972785, MAP RECORDS, HIDALGO COUNTY, TEXAS.

NOTE: THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

FLOOD ZONE DESIGNATION: ZONE "X"
AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
COMMUNITY-PANEL NUMBER 480334 0020 E
MAP REVISED: MAY 14, 2001

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY SUBDIVISION RECORDED UNDER INSTRUMENT NUMBER 1972785, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

INSTRUMENT # 1972785
SURVEYED MAY 5, 2009
OWNER _____
ADDRESS _____
JOB No. _____
BOOK No. T-124 PAGE 70
F:\DATA\SURVEY\SUR08\PRECINCT4SUBD

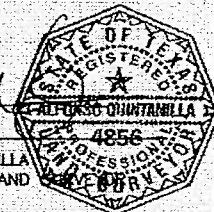


QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539

LAND SURVEYORS
PHONE 956-381-8400
FAX 956-381-0527

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND
No. 4856



AI-16614

20.B.1.

**Approval of Plans/Specs for Construction of New Precinct No. 2
Administrative Offices for Hidalgo Co. & Other Co. Offices
CC REGULAR**

Date: 07/28/2009

Submitted By: Olga Montero, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

Requesting approval of plans and specifications developed with the Precinct and drafted by project architect V-A Architecture for Precinct No. 2's - "Construction for New Precinct No. 2 Administrative Offices and Other County Offices"-RFB No. 2009-037A-08-19-otm with authority to advertise the sealed competitive procurement of the project previously approved by CC on 7-07-09.

BACKGROUND

Project advertisement was authorized by Commissioners' Court on July 07, 2009 (AI-16304).

Proposed Advertisement dates are as follows:

1st ad: August 01, 2009

2nd ad: August 08, 2009

Bid Opening date: August 19, 2009 (as recommended by Architect)

Fiscal Impact

FISCAL YEAR: 9

ACCT. #: 9-1202-431-00-122-005-0-540

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

* agenda item is for advertising of sealed bids. Available balance of \$2,000.00 as of 07/23/09.

9-1334-431-00-122-021-0-720 (Pct Adm Bldg)

9-1334-415-15-122-042-0-720 (Tax Office)

9-1334-441-00-122-041-0-720 (WIC/HHS)

9-1336-412-00-122-043-0-720 (JP Constables)

Available balances in all accounts as of 07/23/09.

Attachments

Link: [Plans & Specifications](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/23/2009 01:43 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2009 02:19 PM	APRV
3	Roland Garcia	Rolando Garcia	07/23/2009 04:12 PM	APRV
4	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Olga Montero

Started On: 07/22/2009 11:21 AM

Final Approval Date: 07/24/2009

FOR CONSTRUCTION 07-21-09

C02	ABRICATION SHEET
C03	DETAILS
D04	HP
D05	DETAILS
E01	MASTER SITE PLAN
E02	ROBBER CLOSURE PLAN
E03	ROBBER CLOSURE PLAN
E04	PARTIAL SITE PLAN - BLDG "A"
E05	ROOF PLAN - BLDG "A"
E06	ROOF PLAN - BLDG "A"
E07	EXTERIOR ELEVATIONS - BLDG "A"
E08	UNDERSOFT/NEEDED FLOOR PLANS - BLDG "A"
E09	LARGE SCALE R.A. PLAN - BLDG "A"
E10	CROSS SECTIONS - BLDG "A"
E11	CROSS SECTIONS - BLDG "A"
E12	CROSS SECTIONS - BLDG "A"
E13	REFLECTED CEILING/VIEWLINE FLOOR PLANS - BLDG "A"
E14	REFLECTED CEILING/VIEWLINE FLOOR PLANS - BLDG "A"
E15	WALL SECTIONS - BLDG "A"
E16	WALL SECTIONS - BLDG "A"
E17	WALL SECTIONS - BLDG "A"
E18	WALL SECTIONS - BLDG "A"
E19	WALL SECTIONS - BLDG "A"
E20	WALL SECTIONS - BLDG "A"
E21	WALL SECTIONS - BLDG "A"
E22	WALL SECTIONS - BLDG "A"
E23	WALL SECTIONS - BLDG "A"
E24	WALL SECTIONS - BLDG "A"
E25	WALL SECTIONS - BLDG "A"
E26	WALL SECTIONS - BLDG "A"
E27	WALL SECTIONS - BLDG "A"
E28	WALL SECTIONS - BLDG "A"
E29	WALL SECTIONS - BLDG "A"
E30	WALL SECTIONS - BLDG "A"
E31	WALL SECTIONS - BLDG "A"
E32	WALL SECTIONS - BLDG "A"
E33	WALL SECTIONS - BLDG "A"
E34	WALL SECTIONS - BLDG "A"
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E37	WALL SECTIONS - BLDG "A"
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E39	WALL SECTIONS - BLDG "A"
E40	WALL SECTIONS - BLDG "A"
E41	WALL SECTIONS - BLDG "A"
E42	WALL SECTIONS - BLDG "A"
E43	WALL SECTIONS - BLDG "A"
E44	WALL SECTIONS - BLDG "A"
E45	WALL SECTIONS - BLDG "A"
E46	WALL SECTIONS - BLDG "A"
E47	WALL SECTIONS - BLDG "A"
E48	WALL SECTIONS - BLDG "A"
E49	WALL SECTIONS - BLDG "A"
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E51	WALL SECTIONS - BLDG "A"
E52	WALL SECTIONS - BLDG "A"
E53	WALL SECTIONS - BLDG "A"
E54	WALL SECTIONS - BLDG "A"
E55	WALL SECTIONS - BLDG "A"
E56	WALL SECTIONS - BLDG "A"
E57	WALL SECTIONS - BLDG "A"
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E59	WALL SECTIONS - BLDG "A"
E60	WALL SECTIONS - BLDG "A"
E61	WALL SECTIONS - BLDG "A"
E62	WALL SECTIONS - BLDG "A"
E63	WALL SECTIONS - BLDG "A"
E64	WALL SECTIONS - BLDG "A"
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E73	WALL SECTIONS - BLDG "A"
E74	WALL SECTIONS - BLDG "A"
E75	WALL SECTIONS - BLDG "A"
E76	WALL SECTIONS - BLDG "A"
E77	WALL SECTIONS - BLDG "A"
E78	WALL SECTIONS - BLDG "A"
E79	WALL SECTIONS - BLDG "A"
E80	WALL SECTIONS - BLDG "A"
E81	WALL SECTIONS - BLDG "A"
E82	WALL SECTIONS - BLDG "A"
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E85	WALL SECTIONS - BLDG "A"
E86	WALL SECTIONS - BLDG "A"
E87	WALL SECTIONS - BLDG "A"
E88	WALL SECTIONS - BLDG "A"
E89	WALL SECTIONS - BLDG "A"
E90	WALL SECTIONS - BLDG "A"
E91	WALL SECTIONS - BLDG "A"
E92	WALL SECTIONS - BLDG "A"
E93	WALL SECTIONS - BLDG "A"
E94	WALL SECTIONS - BLDG "A"
E95	WALL SECTIONS - BLDG "A"
E96	WALL SECTIONS - BLDG "A"
E97	WALL SECTIONS - BLDG "A"
E98	WALL SECTIONS - BLDG "A"
E99	WALL SECTIONS - BLDG "A"
E100	WALL SECTIONS - BLDG "A"

424	UPPER SCALE R.R. PLANS -	BLDG "BAC"
425	CROSS SECTIONS -	BLDG "BAC"
426	CROSS SECTIONS -	BLDG "BAC"
427	CROSS SECTIONS -	BLDG "BAC"
428	REFLECTED CEILING FLOOR PLAN -	BLDG "BAC"
429	PRIVATE FLOOR PLAN -	BLDG "BAC"
430	ROOM FINISH SCHEDULES -	BLDG "BAC"
431	HALLWORK PLANS & DETAILS -	BLDG "BAC"
432	HALLWORK PLANS & DETAILS -	BLDG "BAC"
433	HALLWORK PLANS & DETAILS -	BLDG "BAC"
434	WALL SECTIONS -	BLDG "BAC"
435	PARTIAL SITE PLAN -	BLDG "BAC"
436	ROOF PLAN -	BLDG "D"
437	EXTERIOR ELEVATIONS -	BLDG "D"
438	UPPER SCALE R.R. PLANS -	BLDG "D"
439	CROSS SECTIONS -	BLDG "D"
440	CROSS SECTIONS -	BLDG "D"
441	CROSS SECTIONS -	BLDG "D"
442	CROSS SECTIONS -	BLDG "D"
443	CROSS SECTIONS -	BLDG "D"
444	REFLECTED CEILING FLOOR PLANS -	BLDG "D"
445	ROOM FINISH SCHEDULES -	BLDG "D"
446	HALLWORK PLANS & DETAILS -	BLDG "D"

446	WALL SECTIONS - BLDG "A"
447	WALL SECTIONS - BLDG "B"
448	WALL SECTIONS - BLDG "C"
449	WALL SECTIONS - BLDG "D"
450	WALL SECTIONS - BLDG "E"
451	PARTIAL SITE PLAN - BLDG "F"
452	ROOF PLAN - BLDG "F"
453	ROOF DETAILS - BLDG "F"
454	ROOF DETAILS - BLDG "F"
455	UNDERGROUND FLOOR PLAN - BLDG "BAC"
456	KEYED FLOOR PLAN - BLDG "BAC"
457	LAND SCALE R.R. PLANS - BLDG "BAC"
458	PLAN DETAILS - BLDG "BAC"
459	CROSS SECTIONS - BLDG "BAC"
460	CROSS SECTIONS - BLDG "BAC"
461	REFLECTED CEILING FLOOR PLAN - BLDG "BAC"
462	INTERIOR FLOOR PLAN - BLDG "BAC"
463	DOOR SCHEDULES - BLDG "BAC"
464	ROOM RAMP SCHEDULES - BLDG "BAC"
465	WALL SECTIONS - BLDG "BAC"
466	WALL SECTIONS - BLDG "BAC"
467	WALL SECTIONS - BLDG "BAC"
468	WALL SECTIONS - BLDG "BAC"

51	GENERAL STRUCTURAL NOTES
52	GENERAL STRUCTURAL NOTES
53	FOUNDATION PLAN - BLDG "A"
54	FOUNDATION PLAN - BLDG "B"
55	FOUNDATION PLAN - BLDG "C"
56	FOUNDATION PLAN - BLDG "E"
57	FRAMING PLAN - BLDG "A"
58	FRAMING PLAN - BLDG "B"
59	FRAMING PLAN - BLDG "C"
60	FRAMING PLAN - BLDG "E"
61	FRAMING PLAN - BLDG "F"
62	FRAMING PLAN - BLDG "G"
63	FRAMING PLAN - BLDG "H"
64	FRAMING PLAN - BLDG "I"
65	FRAMING PLAN - BLDG "J"
66	FRAMING PLAN - BLDG "K"
67	FRAMING PLAN - BLDG "L"
68	FRAMING PLAN - BLDG "M"
69	FRAMING PLAN - BLDG "N"
70	FRAMING PLAN - BLDG "O"
71	FRAMING PLAN - BLDG "P"
72	FRAMING PLAN - BLDG "Q"
73	FRAMING PLAN - BLDG "R"
74	FRAMING PLAN - BLDG "S"
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76	FRAMING PLAN - BLDG "U"
77	FRAMING PLAN - BLDG "V"
78	FRAMING PLAN - BLDG "W"
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81	FRAMING PLAN - BLDG "Z"
82	FRAMING PLAN - BLDG "AA"
83	FRAMING PLAN - BLDG "AB"
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85	FRAMING PLAN - BLDG "AD"
86	FRAMING PLAN - BLDG "AE"
87	FRAMING PLAN - BLDG "AF"
88	FRAMING PLAN - BLDG "AG"
89	FRAMING PLAN - BLDG "AH"
90	FRAMING PLAN - BLDG "AI"
91	FRAMING PLAN - BLDG "AJ"
92	FRAMING PLAN - BLDG "AK"
93	FRAMING PLAN - BLDG "AL"
94	FRAMING PLAN - BLDG "AM"
95	FRAMING PLAN - BLDG "AN"
96	FRAMING PLAN - BLDG "AO"
97	FRAMING PLAN - BLDG "AP"
98	FRAMING PLAN - BLDG "AQ"
99	FRAMING PLAN - BLDG "AR"
100	FRAMING PLAN - BLDG "AS"
101	FRAMING PLAN - BLDG "AT"
102	FRAMING PLAN - BLDG "AU"
103	FRAMING PLAN - BLDG "AV"
104	FRAMING PLAN - BLDG "AW"
105	FRAMING PLAN - BLDG "AX"
106	FRAMING PLAN - BLDG "AY"
107	FRAMING PLAN - BLDG "AZ"
108	FRAMING PLAN - BLDG "BA"
109	FRAMING PLAN - BLDG "BB"
110	FRAMING PLAN - BLDG "BC"
111	FRAMING PLAN - BLDG "BD"
112	FRAMING PLAN - BLDG "BE"
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115	FRAMING PLAN - BLDG "BH"
116	FRAMING PLAN - BLDG "BI"
117	FRAMING PLAN - BLDG "BJ"
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119	FRAMING PLAN - BLDG "BL"
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124	FRAMING PLAN - BLDG "BQ"
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127	FRAMING PLAN - BLDG "BT"
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130	FRAMING PLAN - BLDG "BW"
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151	FRAMING PLAN - BLDG "CR"
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157	FRAMING PLAN - BLDG "CX"
158	FRAMING PLAN - BLDG "CY"
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164	FRAMING PLAN - BLDG "DE"
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169	FRAMING PLAN - BLDG "DJ"
170	FRAMING PLAN - BLDG "DK"
171	FRAMING PLAN - BLDG "DL"
172	FRAMING PLAN - BLDG "DM"
173	FRAMING PLAN - BLDG "DN"
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P-09	PUMPING WATER PLAN - BLDG "I"	
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P-11	PUMPING WATER PLAN - BLDG "K"	
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ALL CONSTRUCTION MATERIALS, CONSTRUCTION SYSTEMS AND/OR COMPONENTS SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS OR REQUIREMENTS.

[illegible]

This architectural section drawing illustrates the internal structure and roof assembly of a building. The drawing includes the following labels and dimensions:

- Dimensions:**
 - 2'-0" TOP OF STEEL BEAM
 - 16'-8" TO TOP OF PARAPET
 - 14'-8" TO TOP OF STEEL
 - 9'-7" C.C. POST
 - 15'-0" TO 10' SP. STEEL
 - 7'-8" POST
 - 10' x 3' DIM. ROOF 17' x 4'
 - 1'-0" SEE ALSO NOTED CEILING REINFORCED WITH ANCHORS
 - WALL SHOWN WITH 12 IN.
 - HOLDING METAL PANELS
- Structural Elements:**
 - Ceiling tile
 - Narrowing of roof
 - Roof truss system
 - Steel beam
 - Parapet wall
 - Reinforced concrete ceiling
 - Wall shown with 12 in.
 - Holding metal panels
- Roof Details:**
 - CLIMATE-PROOF AS SHOWN
 - INSULATED CLAY TILE ROOF

ALL CONSTRUCTION MATERIALS, CONSTRUCTION SYSTEMS AND/OR COMPONENTS SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS OR REQUIREMENTS.

100% FINAL REVIEW NOT FOR CONSTRUCTION 07-21-09

V·A Architecture
Vance & Associates 3028 Industrial Drive, McAllen, Texas 78504 (956) 631-3343

NEW PCT No. 2 ADMINISTRATION
OFFICES & OTHER COUNTY OFFICES
FOR
COMMISSIONER 'TITO' PALACIOS
PHARR, TEXAS

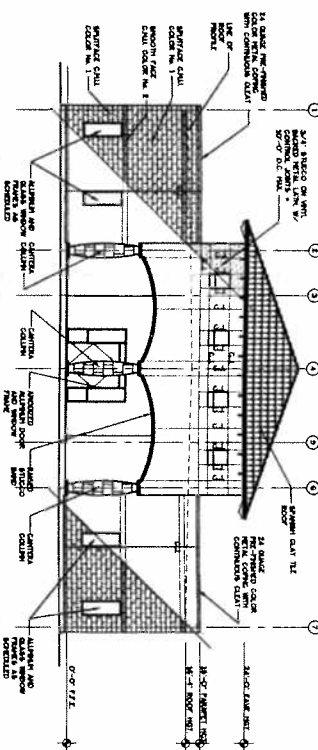
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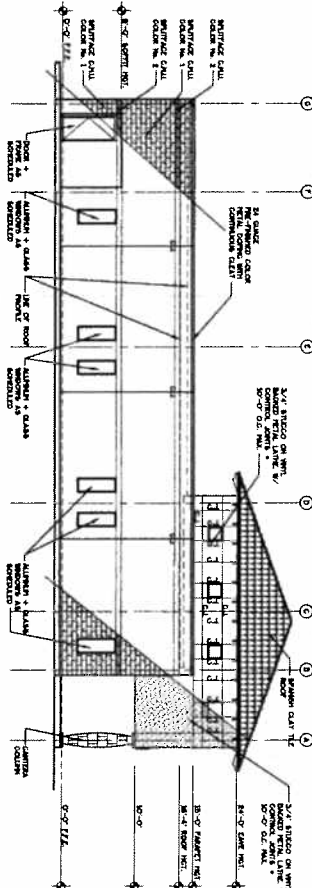
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DATE	07-21-09
REVISIONS	
DRAWN BY	

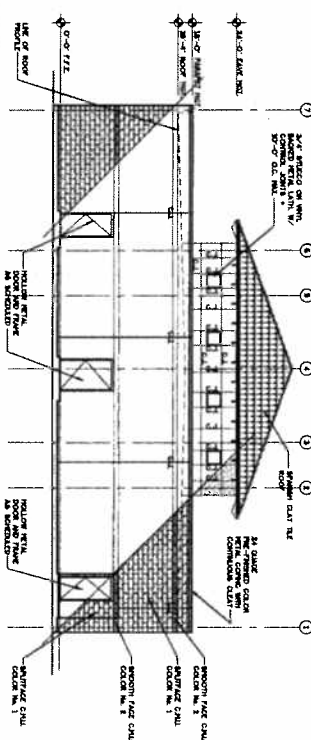
A WEST ELEVATION
SCALE 1/8" = 1'-0"
DATE 07-21-09



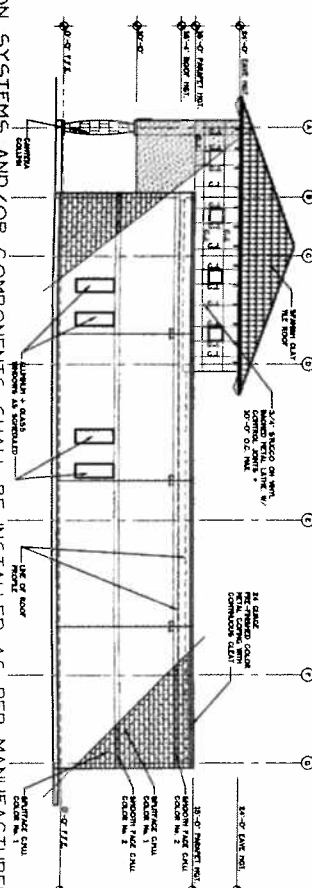
B NORTH ELEVATION
SCALE 1/8" = 1'-0"
DATE 07-21-09



C EAST ELEVATION
SCALE 1/8" = 1'-0"
DATE 07-21-09



D SOUTH ELEVATION
SCALE 1/8" = 1'-0"
DATE 07-21-09



ALL CONSTRUCTION MATERIALS, CONSTRUCTION SYSTEMS AND/OR COMPONENTS SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS OR REQUIREMENTS

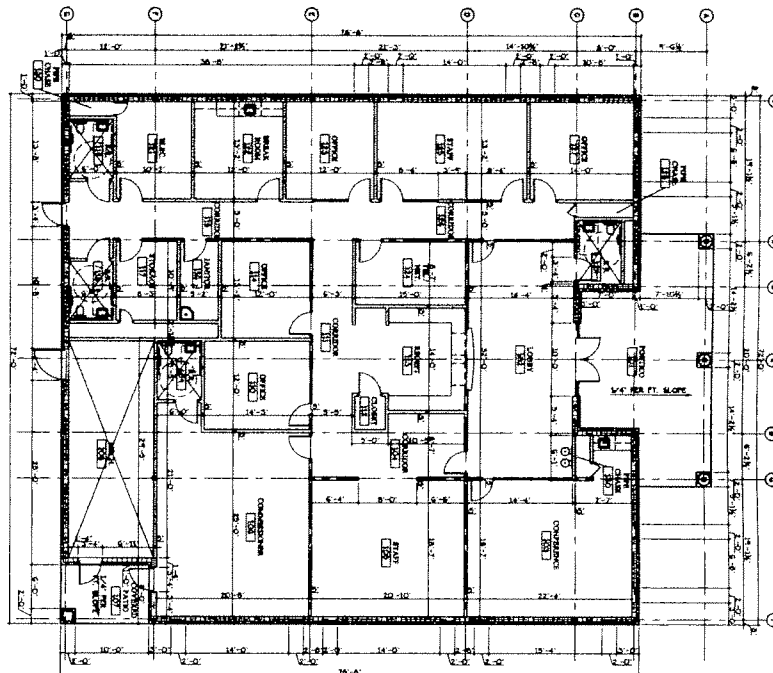
100% FINAL REVIEW NOT FOR CONSTRUCTION 07-21-09

BLDG. 'A' A-07 68		V.A. Architecture Vargas & Associates 2029 Industrial Drive McAllen, Texas 78504 (956) 611-2342	NEW PCT No. 2 ADMINISTRATION OFFICES & OTHER COUNTY OFFICES FOR COMMISSIONER "TITO" PALACIOS PHARR, TEXAS	These drawings and specifications are not valid unless the property of V.A. Architecture, Inc. They may not be altered, reproduced or used in any way without the written approval and seal of the architect. V.A. Architecture	FOR PLOT 08-2016 DATE 07-21-09 REVISIONS DRAWN BY
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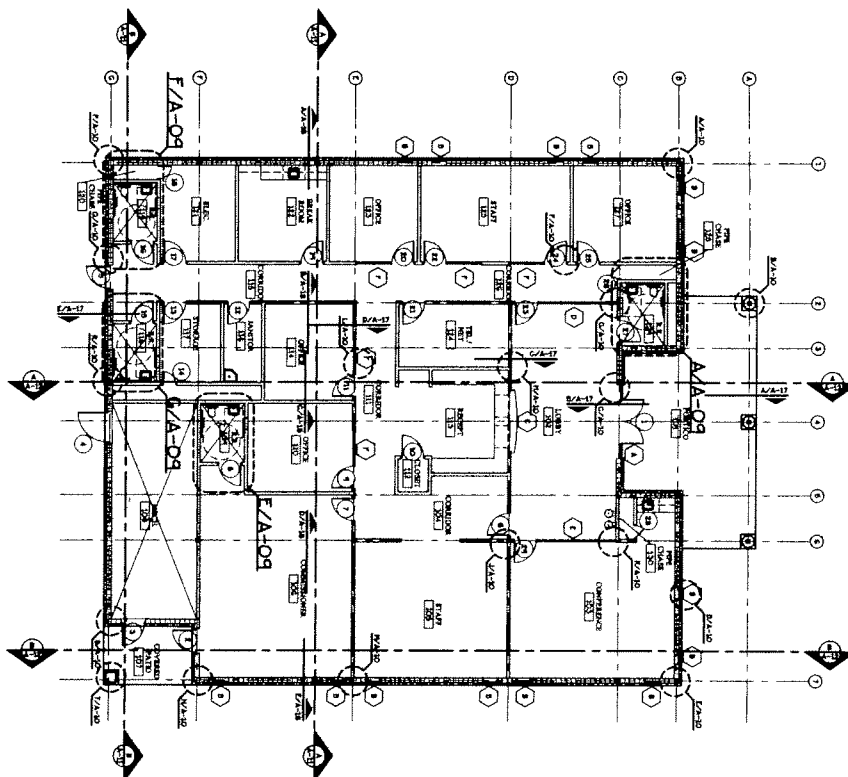
ALL CONSTRUCTION MATERIALS, CONSTRUCTION SYSTEMS, AND/OR COMPONENTS SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS OR REQUIREMENTS

(A)
PCT 2 ADMINISTRATION BUILDING
DIMENSIONED FLOOR PLAN
DATE: 07-21-09

5,856 - TOTAL S.F.



(B)
PCT 2 ADMINISTRATION BUILDING
KEYED FLOOR PLAN
DATE: 07-21-09



100% FINAL REVIEW NOT FOR CONSTRUCTION 07-21-09

SHEET
A-08
68
BLDG. 'A'



V.A. Architecture
Vargas & Associates 2079 Industrial Drive McAllen, Texas 78504 (956) 651-2243

NEW PCT No. 2 ADMINISTRATION
OFFICES & OTHER COUNTY OFFICES
FOR
COMMISSIONER "TITO" PALACIOS
PHARR, TEXAS

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JOB NO. 08-026
DATE 07-21-09
REVISIONS
DRAWN BY

**NEW PRECINCT NO. 2
ADMINISTRATIVE OFFICES
FOR
HIDALGO COUNTY AND
OTHER COUNTY OFFICES**

COMMISSIONERS' COURT

Sylvia Hardy	County Commissioner, Precinct No. 1
Hector "Tito" Pineda	County Commissioner, Precinct No. 2
Joe M. Flores	County Commissioner, Precinct No. 3
Oscar L. Garza, Jr.	County Commissioner, Precinct No. 4
Hon. J.D. Salinas III	County Judge

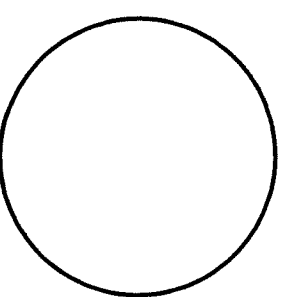
100% FINAL REVIEW SET NOT FOR CONSTRUCTION 07/21/09

SPECIFICATIONS

PROJECT #08-1016

V•A Architecture

2029 Industrial Drive, McAllen, Texas 78504 (956) 631-2242



SPECIFICATIONS

TITLE AND LOCATION OF WORK

New Hidalgo County Pct. 2 Administration Offices and Other County Offices
Pharr, Texas

NAME AND ADDRESS OF OWNER

County of Hidalgo
P.O. Box 1356
Edinburg, Texas 78539

MEP ENGINEER

MEP Solutions Engineering
Abram Larue Domínguez, P.E. (Electrical)
Luis Javier Peña, P.E. (Mechanical)
600 E. Beaumont Ave., Ste. 2
956/664-2727
956/664-2726 Fax

STRUCTURAL ENGINEER:

Cloromiro Hinojosa, Jr., P.E.
CLH Engineering, Inc.
701 S. 15th Street
McAllen, Texas 78501
687-5560; Fax: 687-5561

OWNER'S CIVIL ENGINEER

Gutiérrez Engineering
317 E. Park
Pharr, Texas 78577

THE ARCHITECT

V-A Architecture
2029 Industrial Drive
McAllen, Texas 78504
956/631-2242
956/686-7916 Fax

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BID SUBMISSION CHECKLIST

PLEASE MAKE SURE YOU HAVE INCLUDED, SIGNED, AND/OR FILED THE FOLLOWING DOCUMENTS IN YOUR BID SUBMISSION:

Check	Action	Description	# of Pages
	INCLUDE & SIGN	Proposal form, **Don't forget to Acknowledge Receipt of any and all addenda	2 pp
	INCLUDE & SIGN	Page 8 of the Legal Notice	1 p
	INCLUDE & SIGN	Hidalgo County Purchasing Dept. Bidder/Vendor Application Form	1 p
	INCLUDE & SIGN	Bid Bond and Power of Attorney or Cashier's Check	Bidder's Insurance Company will provide form
	INCLUDE & SIGN	Insurance Requirement Acknowledgment	1 p
	INCLUDE & SIGN	Project Requirements Acknowledgment	1 p
	INCLUDE	HUB Declaration	1 p
	FILE WITH COUNTY CLERK'S OFFICE	Exhibit D: Form CIQ	1 pp
	INCLUDE & SIGN	Certification Regarding Debarment, Suspension and Ineligibility	1 p
	INCLUDE & SIGN	W-9	1 p
	INCLUDE, SIGN AND NOTARIZE	Exhibit "C" Proposer's Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying	1 p

PLEASE NOTE THAT INCLUSION OF ALL FORMS WILL COMPLETE YOUR BID.

PROJECT: **New Hidalgo County Pct. 2 Administration Offices and Other County Offices**
Pharr, Texas

PLACE: Hidalgo County Purchasing Department, 2812 S. Business 281, Edinburg, Tx 78539

DATE: Wednesday, August 19, 2009

TIME: 9:30 am

TO: Marty Salazar, Hidalgo County Purchasing Agent

BIDDER: _____

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents dated July 31, 2009 prepared by V-A Architecture, relating to the above referenced project, the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and addenda thereto, including furnishing of any and all labor and materials, all Site Work, General Construction, Mechanical, Electrical and Plumbing for the following sums of money:

1. **BASE BID:**

All labor, materials, services and equipment necessary for completion of the work shown on the drawings and in the specifications, for **the base bid**.

A. Hidalgo Cty. Pct. 2 Offices	\$ _____
B/C. Health & Human Services & WIC Clinic	\$ _____
D. Tax Offices	\$ _____
E. Justice of the Peace Offices	\$ _____
TOTAL BASE BID:	\$ _____

2. **ALTERNATE NUMBER ONE:**

The General Contractor shall state on his bid form, the amount of all work, complete in all respects, in accordance with the plans and specifications, **to provide and install exterior solar outdoor lighting**.

TOTAL ALTERNATE NO. 1 BID

_____ \$ _____

3. **ALTERNATE NUMBER TWO:**

The General Contractor shall state on his bid form, the amount of all work, complete in all respects, in accordance with the plans and specifications, **to provide and install Grid -Tie Wind Turbine Generator System.**

TOTAL ALTERNATE NO. 2 BID

_____ \$ _____

4. **ALTERNATE NUMBER THREE:**

The General Contractor shall state on his bid form, the amount of all work, complete in all respects, in accordance with the plans and specifications, **to provide and install Grid-Tie Photovoltaic and Inverter System**

TOTAL ALTERNATE NO. 3 BID

_____ \$ _____

5. **ALTERNATE NUMBER FOUR:**

The General Contractor shall state on his bid form, the amount of all work, complete in all respects, in accordance with the plans and specifications, **to provide and install the Intelligent Building System.**

TOTAL ALTERNATE NO. 4 BID

_____ \$ _____

2. If awarded this contract the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and Proof of Insurance Coverage, with the Owner for the entire work as per the Contract Documents within (five) 5 consecutive calendar days after the notice of award. It is agreed that this proposal is subjected to the Owner's acceptance for a period of thirty (30) days from the above date.

3. Enclosed is a Certified Check or Bidders Bond in the amount of \$ _____, in compliance with the Specification Requirements (5% of the highest amount bid).

The above Check or Bidders Bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance coverage are not executed within the time set forth above.

4. The undersigned agrees to the following:
- A. To furnish all materials as shown and specified in the plans and specifications.
 - B. To complete base bid as specified in 296 consecutive calendar days.

Receipt is acknowledged of the following addenda:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

5. Subcontractors and vendors used in this proposal (name, address, & phone number):

1. Site Work: _____
2. Landscaping _____
3. Concrete: _____
4. Masonry: _____
5. Structural Steel: _____
6. Rough Carpentry: _____
7. Millwork: _____
8. Roofing: _____
9. Doors & Windows: _____
10. Finish Hardware: _____
11. Metal Studs & Drywall: _____
12. Painting: _____
13. Acoustical Ceiling _____
14. Specialties: _____
15. Mechanical: _____
16. Electrical: _____
17. Fire Alarm: _____
18. Plumbing _____
19. Security System: _____

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all informalities.
Respectfully submitted,

By: _____
Signature

Title

(Seal - If Corporation)

AI-16641**20.B.2.****Payment Request of R. Gutierrez Engineering Corporation Invoices
CC REGULAR**

Date: 07/28/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department

Information**CAPTION**

Acceptance and approval of request for payment on the following invoice(s) submitted by R. Gutierrez Engineering Corporation, (#C-08-381-09-16) contracted project engineer, with authority for County Treasurer to issue payment/check after Auditor's review and processing procedures are completed:

Inv. #	Inv. Date	Project Name	Amount
2711	07/09/2009	LJ Drainage Project	\$14,600.00
2712	07/09/2009	Cesar Chavez Drain Project	\$11,800.00

BACKGROUND

PO #620378 & PO #620344

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-038-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Funding available in PO #620378 in the amount of \$56,400.00 as of 07/24/09.

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-039-0XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Funding available in PO #620344 in the amount of \$21,500.00 as of 07/24/09.

Attachments

Link: R. Gutierrez Engineer Inv. 2711

Link: R. Gutierrez Engineer Inv. 2712

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/23/2009 03:49 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2009 04:22 PM	APRV
3	Roland Garcia	Rolando Garcia	07/24/2009 03:25 PM	APRV

4

Auditor's Office

07/24/2009 05:10 PM NEW

Form Started By: Yolanda Cisneros

Started On: 07/22/2009 05:21
PM

Final Approval Date: 07/24/2009

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2711
Thursday, July 09, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024j LJ Drainage Project Topographic & Parcel Surveys

Project Manager: Luis Nava
Professional Services for the Period: 05/23/2009 to 07/09/2009

Billing Group: 01 Phased Fixed Fee

Topographic & Boundary Survey

Contract #: C-08-381-09-16(WA#10)(PO#620378)

		Billing Fee:		\$85,500.00	
<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Topographic Survey	9,500.00	80.00	7,600.00	3,800.00	3,800.00
Boundary Survey (Est. 35 Parcels)	59,000.00	97.63	57,600.00	46,800.00	10,800.00
Right-of-Way Map (2.5 Miles)	7,500.00	0.00	0.00	0.00	0.00
Digital Terrain Model & Cross Sections	9,500.00	100.00	9,500.00	9,500.00	0.00
Total Phases:				\$14,600.00	

INVOICE RECEIVED BY:

Esmeralda Molina ON 7.10.09

GOODS/SERVICES RECEIVED BY:

Hector Palacios ON 7.10.09

Phase Billing Totals: \$14,600.00

Billing Group Subtotal: 14,600.00

Project Totals:

***** Total Project Invoice Amount:**

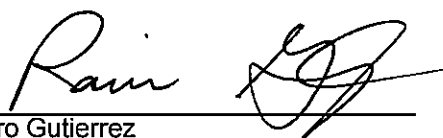
\$14,600.00

620378

9-1339-431-00-122-038-0-711 \$10,800.00

9-1339-431-00-122-038-0-733 \$ 3,800.00

Req. #152232


Ramiro Gutierrez
President

R. Gutierrez Engineering Corporation

July 9, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: LJ Drainage Topographic & Parcel Surveys – Invoice
ENG08.024j

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have completed a total of 32 Boundary Survey parcels and have submitted them to Lupe Rodriguez with the Right-of-Way Department. We are also about 80% complete with the Topographic Survey phase of this project.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

cc: File

R. Gutierrez Engineering Corporation**Transmittal Form**TO: Commissioner PalaciosFROM: Jaime Jaimez, Jr.Hidalgo County Precinct No. 2SUBJECT: LJ Drainage Topo & Parcel Surveys301 E. State St.PROJECT NO.: ENG08.024jPharr, TX 78577DATE: July 10, 2009

WE ARE SENDING YOU ☒ ATTACHED ☐ UNDER SEPARATE COVER VIA ☐ Hand Delivery THE FOLLOWING ITEMS:

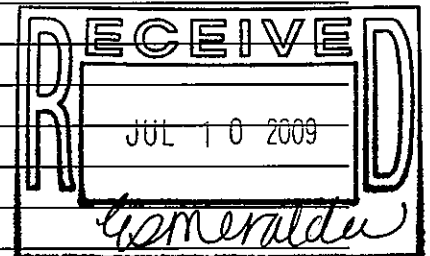
☐ BLUEPRINTS	☐ PLANS	☐ SHOP DRAWINGS	☐ CD
☐ CHANGE ORDER	☐ SAMPLES	☐ PAYMENT REQUEST	☒ OTHER: INVOICE
☐ BID TABULATION	☐ CONTRACT DOCUMENTS	☐ RECORD DRAWINGS	☐ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	07/09/2009	Invoice No. 2711
1	07/09/2009	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ FOR BIDS DUE	☐ APPROVED AS NOTED	☐ FOR YOUR RECORDS
☐ FOR APPROVAL	☐ APPROVED AS SUBMITTED	☐ FOR YOUR ACKNOWLEDGEMENT
☐ FOR YOUR USE	☐ RETURN FOR CORRECTIONS	☐ RESUBMIT FOR APPROVAL
☐ AS REQUESTED	☒ FOR FURTHER PROCESSING	☐ ON LOAN
☐ FOR REVIEW AND COMMENT	☐ FOR SIGNATURE	☐ OTHER

COMMENTS: _____

_____Copy Distribution: file

Received by: _____

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2712

Friday, July 10, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024k Cesar Chavez Drainage Project Topographic & Parcel Surveys

Project Manager: Luis Nava

Professional Services for the Period: 03/25/2009 to 07/09/2009

Billing Group: 01 Phased Fixed Fee

Topographic & Boundary Survey

Contract #: C-08-381-09-16(WA#11)(PO#620344)

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Billing Fee:</u>	
				<u>Prior Billing</u>	<u>Current Fee</u>
Topographic Survey	3,500.00	80.00	2,800.00	0.00	2,800.00
Boundary Survey (Est. 5 Parcels)	9,000.00	100.00	9,000.00	0.00	9,000.00
Right-of-Way Map (1.0 Miles)	3,000.00	0.00	0.00	0.00	0.00
Existing Easement/ROW Parcels Est. 40 Parcels)	72,000.00	0.00	0.00	0.00	0.00
Total Phases:					\$11,800.00

Phase Billing Totals: \$11,800.00

Billing Group Subtotal: 11,800.00

Project Totals:

***** Total Project Invoice Amount:**

\$11,800.00

Ramiro Gutierrez
President

620344

9-1339-431-00-122-039-0-711 \$9,000.00

9-1339-431-00-122-039-0-733 \$2,800.00

Req. #152225

R. Gutierrez Engineering Corporation

July 10, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Cesar Chavez Drainage Topographic & Parcel Surveys – Invoice
ENG08.024k

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have completed a total of 5 Boundary Survey parcels and have submitted them to Lupe Rodriguez with the Right-of-Way Department. We are also about 80% complete with the Topographic Survey phase of this project.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

cc: File

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Cesar Chavez Drainage Topo & Parcel Surveys
PROJECT NO.: ENG08.024k
DATE: July 10, 2009

WE ARE SENDING YOU ☒ ATTACHED ☐ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

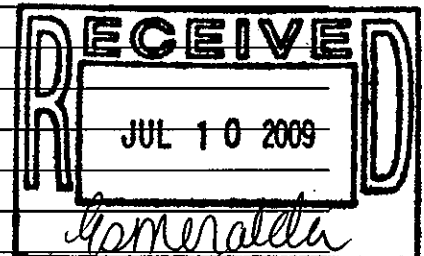
☐ BLUEPRINTS	☐ PLANS	☐ SHOP DRAWINGS	☐ CD
☐ CHANGE ORDER	☐ SAMPLES	☐ PAYMENT REQUEST	☒ OTHER: INVOICE
☐ BID TABULATION	☐ CONTRACT DOCUMENTS	☐ RECORD DRAWINGS	☐ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	07/10/2009	Invoice No. 2712
1	07/10/2009	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ FOR BIDS DUE	☐ APPROVED AS NOTED	☐ FOR YOUR RECORDS
☐ FOR APPROVAL	☐ APPROVED AS SUBMITTED	☐ FOR YOUR ACKNOWLEDGEMENT
☐ FOR YOUR USE	☐ RETURN FOR CORRECTIONS	☐ RESUBMIT FOR APPROVAL
☐ AS REQUESTED	☒ FOR FURTHER PROCESSING	☐ ON LOAN
☐ FOR REVIEW AND COMMENT	☐ FOR SIGNATURE	☐ OTHER

COMMENTS: _____



Copy Distribution: file

Received by: _____

AI-16633

20.C.1.

**Anzaldua's Park Boat Ramp & Courtesy Boat Dock Precinct No.3
CC REGULAR**

Date: 07/28/2009

Submitted By: Oscar Garza, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Request to approve project completion and final payment to Herrera & Hunt, Inc. pursuant to action taken on 04/14/09 and approval of Change Directive #1 authorizing contractor to use landscaping and betterment allowance for ADA compliance as required by Texas Parks & Wildlife Grant. Approval requested for the following:

- a. Change Directive #2 for installation of Solar Powered Lights; ADA Signage, Handrails and submission of Accessibility Study Reports, etc.
- b. Change Order #1 is a quantitative adjustment reducing original amount of PO #606377 in the amount of \$219,307.00 by \$885.00 for a remaining balance of \$218,422.00.
- c. Approval of Contractor's Application for Final Payment #4 in the amount of \$25,615.90 which includes retainage payable to Herrera & Hunt, Inc. for Project #2008-119-OGG.
- d. Approval and Acceptance of Certificate of Project Completion Form as provided by Texas Parks & Wildlife for Project F183B as identified by TPW Grant Funds.

BACKGROUND

Project #08-119-OGG has been completed; approval of proposed request will close-out Phase I of Improvements to Anzaldua's Boat Ramp & Courtesy Dock Pct. #3.

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1287-452-00-123-043-9-739

FUNDS AVAILABLE Y/N?: Y/Pending

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Pending P.O. Increase please refer to AI # 16526 (transfer of funds) on 7/21/09 CC in the amount of \$5,000.00.

\$ 5,000.00 [Transfer]
+\$ 78.00 [Current P.O. Balance]
-\$ 885.00 [Change Order #1]
\$ 4,193.00 [New P.O. Balance]

\$ 4,193.00
+ \$21,422.90 [Retainage]
\$25,615.90 [Total Final Payment]

FISCAL YEAR: 2009

ACCT. #: 9-1287-206-00-000-002-0-000

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds in P.O. #606377 as of 7/24/09 is \$21,422.90 for Retainage Payable.

Attachments

Link: 08-119

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/23/2009 03:19 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2009 04:19 PM	APRV
3	Perla Lopez	Perla Lopez	07/24/2009 11:37 AM	APRV
4	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Oscar Garza

Started On: 07/22/2009 04:22 PM

Final Approval Date: 07/24/2009

CONSTRUCTION CHANGE DIRECTIVE:

PROJECT: Improvements to Boat Ramp
and Dock ,Anzalduas Park,
Hidalgo County, Texas

DIRECTIVE NUMBER: TWO

DATE: July 9, 2009

TO CONTRACTOR:
Herrera & Hunt, Inc.
1837 Cisco Drive
Alamo, TX 78566

ARCHITECT'S PROJECT NO. ---

CONTRACT FOR: General Construction

You are hereby directed to make the following change in the Contract:

- | | |
|---|---------------|
| 1. Solar Area Lighting Installations cost adjustment..... | \$ 5,508.00 |
| 2. Install additional signage as per ADA inspection report, cost..... | 975.00 |
| 3. Revise end of handrail as per ADA inspection report, cost..... | <u>910.00</u> |
| Total additional..... | \$ 7,393.00 |

Contractor's cost figures attached.

Adjustments to Construction Contract to cover above costs

Reduce Betterment Allowance by.....	778.00	(leaves \$-0- balance)
Reduce Contractor's Canopy Repair Line Item by.....	<u>6,615.00</u>	(leaves \$885.00 balance)
Total.....	\$ 7,393.00	

Construction Contract Time Extension: 10 working days for above work.

No change in Construction Contract amount.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above. Payment for work shall be by execution of a Project Change Order at the end of the project.

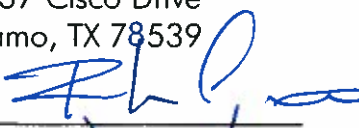
Architect:
Alcocer Garcia Associates
1333 East Jasmine
McAllen, Texas 78501

Owner:
County of Hidalgo, Texas
100 E. Cano
Edinburg, TX 78539

Contractor:
Herrera & Hunt, Inc.
1837 Cisco Drive
Alamo, TX 78539

By: 
Project Architect

By: _____
Title: _____

By: 
Title: P.G.H.

Date: 7-9-09

Date: _____

Date: 7/9/09

Herrera & Hunt Inc.
Job Order Specialists

July 2nd 2009

Purchase Order # 606377
Anzalduas Boat Ramp & Dock Improvements

Construction Change Directive No. 2

Provide and Install signage **\$ 975.00 (EXTRA)**
Per OAR request

Weld Handrail Ramp and Repaint **\$ 910.00 (EXTRA)**

Installation of (3) Greenway 80 - Solar
Led quad lights - over allowance of
\$10,000.00 Break down as follows;

Light package as invoiced	\$ 12,398.00
Mark Up 10%	\$ 1,240.00
Overhead and Warranty 15%	<u>\$ 1,870.00</u>
Total	\$ 15,508.00

SOL TECHNOLOGIES LLC
606 S. MISSOURI
WESLACO, TX 78596
PHONE: 956-975-2510
FAX: 956-447-8019

Invoice

Date	Invoice #
4/14/2009	14

Bill To
Herrera & Hunt Inc. 1837 Cisco Drive Los Fresnos, TX 78566

Ship To
Anzalduas Park Boat Ramp Fishing Pier

P.O. No.	Terms	Project
ANZ-102	Net 30	09-003 Anzalduas Park

Quantity	Description	Rate	Amount
1	Installation of (3) greenway 80-solar led quad lights	12,398.00	12,398.00
	Sales Tax	8.25%	0.00
		Total	\$12,398.00

165374
606377

Car. m. Elm

CHANGE ORDER

PROJECT: Improvements to Boat Ramp
& Dock, Anzalduas Park
Pct. 3, Hidalgo County, Texas

CHANGE ORDER NUMBER: ONE

OWNER: County of Hidalgo, Texas

DATE PREPARED: June 8, 2005

TO CONTRACTOR: Herrera & Hunt, Inc.
1837 Cisco Dr.
Los Fresnos, TX 78566

CONTRACT FOR: General

Construction

The Construction Contract is hereby changed as follows:

Decrease the Contract Sum in the amount of the unused Canopy Repair Allowance included in Contractor's Schedule of Values. Copy of Allowance expenditures through Construction Change Directives attached.

The original Contract Sum was \$ 219,307.00

The change by previously authorized Change Orders \$ 0.00

The Contract Sum prior to this Change Order was \$ 219,307.00

The Contract Sum will be decreased by this Change Order in the amount of \$ 885.00

The Contract Sum including this Change Order is \$ 218,422.00

The Contract Time will be: unchanged

ARCHITECT
AGADC
1333 E. Jasmine Ave.
McAllen TX 78501

CONTRACTOR
Herrera & Hunt, Inc.
1837 Cisco Dr.
Los Fresnos, TX 78566

OWNER
County of Hidalgo, Texas
100 E. Cano
Edinburg, TX 78539

By: *George A. Garcia*

By: *[Signature]*

By: _____

Title: ARCHITECT

Title: Pres.

Title: _____

Date: 7-9-09

Date: 09-09-09

Date: _____

INVOICE RECEIVED BY

[Signature] ON 7/1/09

GOODS/SERVICES RECEIVED BY

_____ ON _____

13557
606377

C. m. Jones

HERRERA & HUNT, INC.
CONTRACTOR'S APPLICATION FOR PAYMENT NO. 4

County Hidalgo County PCT 3 City Mission
Contractor Herrera & Hunt Inc. From 4/15/2009 To 7/1/2009
P. O. Identification No. 606377
Project Name Renovations to The Anzaldus Park Boat Ramp and Dock.
Application is hereby made for payment on the above mentioned contract.

Amount of Original Contract \$ 219,307.00

Adjustments (Supplemental Agreements, Credit Change Order, Unit Price
Contract Adjustment, Unused Contingency on Final Application \$ (885.00)
for Payment)

Net Adjusted Contract Amount \$ 218,422.00

Total Work Complete to Date \$ 218,422.00

Less 10% Retained \$ 0.00

Difference \$ 218,422.00

Less Previous Payments \$ 192,806.10

Payment Due this Certificate \$ 25,615.90

Date Time Charges Began - Nov. 1st 2008
Contract Working Days (as specified in Contract) - 120
Adjustments to Working Days (approved in writing) - 27
Net Adjusted Working Days 147

Total Working Days Complete thru Previous Application - 70
Working Days Completed this Application - 45
Total Working Days Completed to Date - 115

Working Days Left to Complete Project - 32

This is to certify that Herrera & Hunt Inc. contractor for the above Contract, is
entitled to the payment indicated above in accordance with the terms of this contract.

By: [Signature]
Herrera & Hunt Inc.

Date: 07-09-09

By: [Signature]
Owner's Authorized Representative

Date: 7-10-09

By: [Signature]
Hidalgo County Field Inspector

Date: July 14, 2009

INVOICE RECEIVED BY
[Signature] ON 7/14/09
GOODS/SERVICES RECEIVED BY
ON _____

SCHEDULE OF VALUES

Application No. 4

Project No./Contract No.
Project Name

606377
Renovations to The Anzalduas Park Boat Ramp and Dock.
Anzalduas Park Mission Texas

County Hidalgo
Contractor Herrera & Hunt Inc.

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETE PREVIOUS APPLICATION	Change Directive Results	WORK COMPLETED THIS	WORK COMPLETE TO DATE	BALANCE TO COMPLETE
89	Choice facility Partners Fees	\$ 8,773.00	\$ 8,773.00		-	\$ 8,773.00	
100	Performance and Payment Bonds	\$ 6,487.00	\$ 6,487.00		-	\$ 6,487.00	\$ -
101	Insurance	\$ 2,700.00	\$ 2,700.00		-	\$ 2,700.00	\$ -
102	Project Sign	\$ 1,200.00	\$ 1,200.00		-	\$ 1,200.00	\$ -
103	Temporary Utilities & Fencing	\$ 6,500.00	\$ 6,500.00		-	\$ 6,500.00	\$ -
104	Field Supervision & Travel	\$ 15,000.00	\$ 15,000.00		-	\$ 15,000.00	\$ -
105	General Labor	\$ 7,500.00	\$ 7,500.00		-	\$ 7,500.00	\$ -
106	Exc. Selective Demolition	\$ 2,500.00	\$ 2,500.00		-	\$ 2,500.00	\$ -
107	Trash Removal	\$ 3,500.00	\$ 3,500.00		-	\$ 3,500.00	\$ -
108	Field Safety Coordinating Meetings	\$ 1,500.00	\$ 1,500.00		-	\$ 1,500.00	\$ -
109	Safety Equipment	\$ 2,500.00	\$ 2,500.00		-	\$ 2,500.00	\$ -
110	Conditions Surveys	\$ 1,200.00	\$ 1,200.00		-	\$ 1,200.00	\$ -
113	Metals Clips & Simpson Ties	\$ 4,500.00	\$ 4,500.00		-	\$ 4,500.00	\$ -
114	Dock Lumber Package	\$ 62,000.00	\$ 49,500.00	\$ (2,500.00)	-	\$ 49,500.00	\$ -
115	Dock Assemblies & Asc.	\$ 10,000.00	\$ 10,000.00		-	\$ 10,000.00	\$ -
116	Dock Stairs and Ramp	\$ 12,000.00	\$ 12,000.00		-	\$ 12,000.00	\$ -
117	Vinyl Fencing	\$ 18,597.00	\$ 18,597.00		-	\$ 18,597.00	\$ -
118	Rough Carpentry Labor	\$ 30,850.00	\$ 30,150.00	\$ (700.00)	-	\$ 30,150.00	\$ -
119	Canopy Repair	\$ 7,500.00	\$ -	\$ (6,615.00)	-	\$ -	\$ 885.00
120	Solar Lighting. Allowance	\$ 10,000.00	\$ 10,000.00	\$ (10,000.00)	-	\$ -	\$ -
122	Betterment Fund. Allowance	\$ 5,000.00	\$ -	\$ (5,000.00)	-	\$ -	\$ -
123	Landscape Allowance	\$ 7,000.00	\$ -	\$ (7,000.00)	-	\$ -	\$ -
124	Security Skirting			\$ 7,652.00	\$ 7,652.00	\$ 7,652.00	\$ -
125	Dock Bumper & Accessories			\$ 6,770.00	\$ 6,770.00	\$ 6,770.00	\$ -
126	Provide and Install Signage			\$ 975.00	\$ 975.00	\$ 975.00	\$ -
127	Weld Metal Handrail			\$ 910.00	\$ 910.00	\$ 910.00	\$ -
128	Solar Lighting. Over Allowance			\$ 15,508.00	\$ 5,508.00	\$ 5,508.00	\$ -
	TOTAL - SCHEDULED VALUES	\$ 219,307.00	\$ 196,607.00	\$ -	\$ 21,815.00	\$ 218,422.00	\$ 885.00
	PERCENTAGE COMPLETE		Page 2a			100%	

Recap of accounting

Total Contract Amt	\$ 219,307.00	
Paid to Date	<u>\$ (192,806.10)</u>	
Balance	\$ 26,500.90	
Plus CO Directive One	\$ 14,422.00	
Plus CO Directive Two	<u>\$ 7,393.00</u>	
	\$ 48,315.90	
Less Betterment Fund	\$ (5,000.00)	
Less Landscape Allowance	\$ (7,000.00)	
Less Credit For Deleted Railings	\$ (3,200.00)	
Less Canopy Credit	<u>\$ (7,500.00)</u>	
	\$ 25,615.90	
Balance due on contract,	\$ 25,615.00	\$885.00 Credit

/

.90

HERRERA & HUNT, INC.

Job Order Contracting Specialists

“Anzalduas Park Fishing Pier & Boat Ramp Renovation.”

**RFP NO: 08-119-04-14-OGG
Job Order Contractor (JOC) Proposals.**

1

**“Request for breakout of cost for the Fish Table, Upper Dock Area, Lower Dock Area, and
Floating Dock”**

This is an attachment of clarification to The Application for Payment Four, July 01, 2009.

The following is the break out of Separate Costs for the following:

1. Fish Cleaning Table	\$ 250.00
2. Floating Dock	\$ 11,785.90
3. Courtesy Dock	\$ 6,187.00
4. Owner Change Order Request	\$ 7,393.00
Total	\$ 25,615.90

Thank You Sincerely

Keith F Hunt

**Keith F Hunt, VP
Herrera & Hunt, Inc.
956-459-1696**



CERTIFICATION OF PROJECT COMPLETION

STATE OF TEXAS

§
§
§

COUNTY OF _____

BEFORE ME, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ whose office or title is _____ and who after having been by me duly sworn, upon his/her oath deposes and says:

That certain improvements were constructed and are complete in accordance with the original and revised plans and specifications on file for HIDALGO COUNTY Grant Fund, Project Number F-183-B ANZALDUAS DAM BOAT RAMP

That a contractor's affidavit has been obtained from the contractor stating that all buildings, facilities or improvements have been fully completed, and that all subcontractors, material vendors and labor contractors furnishing material and labor for the construction of buildings, facilities or improvements have been fully paid and that there are no disputed or unpaid labor or material claims against said buildings, facilities or improvements or the property upon which said buildings, facilities or improvements are situated; and the contractor has acknowledged the receipt of all sums of money due him/her under his/her contract with the local unit of government.

The local government agrees further that it will hold the State of Texas harmless as to any claim or claims which may hereafter arise or be filed against the local unit of government in regards to the above numbered project.

SWORN AND SUBSCRIBED BEFORE ME, the undersigned authority, on this day personally appeared:

Type Name

POLITICAL SUBDIVISION

Car. M. E. Lora
(Signature of Government Official)

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity stated herein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23 day of July A.D., 2009.



Elva Borrego
NOTARY PUBLIC IN AND FOR
Hidalgo COUNTY, TEXAS

CERTIFICATE OF COMPLETION

CONTRACT

OWNER: County of Hidalgo, Texas

CONTRACTOR: Herrera & Hunt, Inc., Los Fresnos, Texas

ARCHITECT: Alcocer Garcia Associates, McAllen, Texas

PROJECT

TITLE: Improvements to Boat Ramp and Dock

LOCATION: Anzalduas Park, Precinct 3, Hidalgo County, TX

THIS IS TO CERTIFY:

1. That the above described work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

None

2. That the sum of \$ -0- is deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

No pending work

3. That the Contractor has presented an Affidavit of Payment of Debts and Claims stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.
4. That the final payment is now due and payable to the Contractor.

ARCHITECT: Alcocer Garcia Associates

BY:



TITLE: Project Architect

DATE: 7-16-09

AI-16654

20.C.2.

**Requesting Approval of Change Directive No. 1 for GAS Enterprises
CC REGULAR**

Date: 07/28/2009

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Requesting approval of Change Directive No. 1 in connection with the "Construction of the Meeting Hall/Pavilion for Precinct No. 3" from contracted vendor, G.A.S. Enterprises, Inc., and as recommended by project architect, Alcocer Garcia Associates with authority for County Judge or Court member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1302-451-22-123-068-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Proposed Construction Change Directive will have no Budgetary Impact on P.O. #617510 as originally proposed.

Attachments

Link: Change Directive No. 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/23/2009 04:21 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2009 04:26 PM	APRV
3	Perla Lopez	Perla Lopez	07/24/2009 03:14 PM	APRV
4	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Rocio Villarreal

Started On: 07/23/2009 03:33 PM

Final Approval Date: 07/24/2009

V# 148188
R# 417510
PO#

CONSTRUCTION CHANGE DIRECTIVE

PROJECT: Meeting Hall/Pavilion
Precinct 3
Hidalgo County, Texas

DIRECTIVE NUMBER: ONE

DATE: July 20, 2009

TO CONTRACTOR:
G.A.S. Enterprises, Inc.
P.O. Box 309
Elsa, TX 78543

ARCHITECT'S PROJECT NO. ---

CONTRACT FOR: General Construction

You are hereby directed to make the following change in the Contract:

Charge project for Testing Services to-date .. \$ 4,417.60

Proposed Adjustments to Construction Contract:

Reduce Testing Allowance by..... \$ 4,417.60

Balance in Testing Allowance after this Construction Change Directive.. \$ 2,582.40

No change in Construction Contract amount.

Construction Contract Time Extension: None

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Architect:
Alcocer Garcia Associates
1333 East Jasmine
McAllen, Texas 78501

Owner:
County of Hidalgo, Texas
100 E. Cano
Edinburg, TX 78539

General Contractor:
G.A.S. Enterprises, Inc.
P.O. Box 309
Elsa, TX 78543

By: Scarpa Garcia

Project Architect

Date: 7.20.09

By: _____

Title: _____

Date: _____

By: [Signature]

Title: PRESIDENT

Date: 7/21/09

INVOICE RECEIVED BY
NK ON 7/21/09
GOODS/SERVICES RECEIVED BY
ON 7/21/09

9-1302-451-22-123-068-0-720

ALLOWANCE LINE ITEM

Project: Hidalgo County Precinct No. 3 Meeting Hall/Pavilion

List of Allowances:	Betterment Allowance	\$4000
	Testing Allowance	\$7000
	Plumbing Allowance	\$5000
	HVAC Allowance	\$5000
	Electrical Allowance	\$5000
	Landscaping Allowance	\$12000

Following Item billed under Testing Allowance for Application No. Five:

Testing Allowance \$2,479.40
Billed by L & G Engineering Laboratory
(Invoice Attached)

Previous Amount billed on Application No. Three for Testing: \$1938.20

Testing Allowance Balance: \$2582.40

L&G Engineering Laboratory

Construction Material Testing Geotechnical Engineering



INVOICE

Invoice Date: 06/05/09

Invoice No: 09-6-000028

Page 4 of 4

2100 W. Expressway 83

Mercedes, TX 78570

Office (956) 565-0760 Fax (956) 565-6746

===== Invoice Detail by Report =====

<u>Report No.</u>	<u>Sampled</u>	<u>Qty</u>	<u>Billing Code</u>	<u>Unit Type</u>	<u>Unit Rate</u>	<u>Extension</u>
R023	05/22/2009	2.50	940:94050 - Eng. Tech. (Concrete)	Hour	\$46.00	\$115.00
R023	05/22/2009	112.00	950:95058 - Vehicle Trip Charge	Mile	\$0.50	\$56.00
R023	05/22/2009	1.00	950:95060 - Administrative / Clerical	10%	\$24.10	\$24.10
R023	05/22/2009	1.00	950:95061 - Test Report	Each	\$16.00	\$16.00
Report Number R023 for a Subtotal of:						\$265.10
R024	05/19/2009	2.00	920:92034 - Comp. Strength of Cyl. Specimen	Each	\$12.00	\$24.00
R024	05/19/2009	0.25	940:94047 - Eng. Tech. (Concrete / Lab)	Each	\$46.00	\$11.50
R024	05/19/2009	1.00	950:95060 - Administrative / Clerical	10%	\$5.15	\$5.15
R024	05/19/2009	1.00	950:95061 - Test Report	Each	\$16.00	\$16.00
Report Number R024 for a Subtotal of:						\$56.65
Total for this Invoice:						\$2,479.40

REMIT TO: 2100 W. Expressway 83

Mercedes, TX 78570

Office (956) 565-0760 Fax (956) 565-6746

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

AI-16555

20.D.1.

Approval of -Health Clinics Renovations -Archtiect's Supplemental Instructions(2008-221A)

CC REGULAR

Date: 07/28/2009

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING
DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Health & Human Services Dept.

Information

CAPTION

Acceptance and approval of Architect's Supplemental Instruction (AIA G710) to CAS Companies current contractor for this project to provide additional modifications to renovation (additional drain lines, reconstruction of the east elevation and landing to meet compliance with ADA access ramp) for : Hidalgo County Health and Human Services Clinics -Renovations of Clinics project in the amount of \$2,000.00 with no impact to total Contract Sum or Contract Time-line.

BACKGROUND

Mission Clinic Allowance \$2,000.00

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1336-441-00-340-XXX-0-452

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact. No impact to the Total contract sum or contract time.

Attachments

Link: [Suppl Instr](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/22/2009 04:27 PM	APRV
2	Budget & Management	Erika Zamora	07/22/2009 04:41 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/23/2009 09:17 AM	APRV
4	Auditor's Office		07/24/2009 05:10 PM	NEW

Form Started By: Moises Salazar

Started On: 07/15/2009 05:25 PM

Final Approval Date: 07/24/2009



Document G710™ – 1992

Architect's Supplemental Instructions

PROJECT *(Name and address):*

Hidalgo County Health Clinic
Renovations (Valleywide)

ARCHITECT'S SUPPLEMENTAL

INSTRUCTION NO: 001

OWNER: ☒

ARCHITECT: ☒

CONSULTANT: ☒

CONTRACTOR: ☐

FIELD: ☐

OTHER: ☐

OWNER *(Name and address):*

Hidalgo County, 100 E. Cano,
Edinburg, Texas 78539

DATE OF ISSUANCE: 7/8/09

CONTRACT FOR: PO#'S:617912-617917

FROM ARCHITECT *(Name and address):*

Reynaldo Vargas, Architect, Inc. dba
VÁ·A Architecture, 2029 Industrial
Drive, McAllen, Texas 78504

CONTRACT DATE: 02/19/09

TO CONTRACTOR *(Name and address):*

CAS Companies, 111 Brand Lane,
Ste. 400, Stafford, Tx 77477

ARCHITECT'S PROJECT NUMBER: 08-1007

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

Provide all labor, material and equipment necessary for the work at the MISSION CLINIC: The original scope of repair has been changed to include additional drain lines to the front and east elevations, the re-construction of the east elevation employee entrance stairs and landing to make compliant the new ADA access ramp.....\$2,000.00

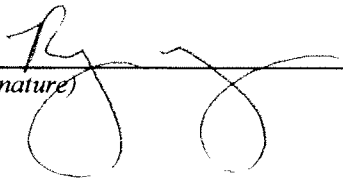
ORIGINAL ALLOWANCE/ CONTINGENCY AMT	NET CHANGE TO AMT BY PREVIOUS ASI's	BALANCE PRIOR TO THIS ASI	DECREASE OF AMT BY THIS ASI	NEW BALANCE
Edinburg Clinic (\$2,000.00)	\$0.00	(\$2,000.00)	\$0.00	(\$2,000.00)
Elsa Clinic (\$2,000.00)	\$0.00	\$2,000.00)	\$0.00	(\$2,000.00)
Hidalgo Clinic (\$2,000.00)	\$0.00	(\$2,000.00)	\$0.00	(\$2,000.00)
McAllen Clinic (\$3,000.00)	\$0.00	(\$2,000.00)	\$0.00	(\$3,000.00)
Mission Clinic (\$2,000.00)	\$0.00	(\$2,000.00)	\$2,000.00	\$0.00
Weslaco Clinic (\$2,000.00)	\$0.00	(\$2,000.00)	\$0.00	(\$2,000.00)
TOTALS	(\$13,000.00)	\$0.00	(\$13,000.00)	\$2,000.00
				\$11,000.00

ATTACHMENTS:

(Here insert listing of documents that support description.)

Proposal from CAS Companies dated 7/8/09 (2 pp)

ISSUED BY THE ARCHITECT:


(Signature)

Reynaldo Vargas, Architect/President, A.I.A.

(Printed name and title)



July 8, 2009

Tommy Canul
VA Architecture
2029 Industrial Ave.
McAllen, TX 78504

RE: Hidalgo County Health Department
Mission Clinic
Allowance Proposal
Hidalgo County PO No. 617915
CAS Quote # 2009-094-06

Dear Mr. Canul,

CAS Companies (Clean Air Solutions) is pleased to provide you with this proposal for the improvements to the Hidalgo County Health Department –Mission Clinic. We propose to furnish the services specified herein at the prices stated and in accordance with CAS Companies terms and conditions. CAS would like to submit the following proposal for your review and approval. CAS Companies will provide the following Labor and Material to perform the scope of the following work identified by the customer. All work will be performed in accordance with the job specifications as provided by the client to CAS Companies.

CAS Companies is an approved contractor through **The Interlocal Purchasing System (TIPS)** Contract No. 08-032069 whom Hidalgo County would contract with to perform the work as described in the scope of work below.

This proposal is inclusive of labor, equipment, and insurance.

This proposal and the detailed services are being offered through Texas Interlocal Cooperation Act. By utilizing the TIPS program, Hidalgo County will automatically be dealing with a Qualified, Professional Contractor that meets the strict requirements for contract vendors and will be satisfying all state bid requirements. This results in savings to Hidalgo County by reducing the time and expense for the bid process and will allow the work to be completed in a more timely manner.

5402 S. Expressway 83
Harlingen, Texas 78552-8606
Phone: 956.216.8200
Fax: 956.216.8069

111 Brand Lane, Suite 400
Stafford, Texas 77477
Phone: 281.499.4747
Fax: 281.499.6655

Scope of Work

We propose to furnish Labor, Material, Equipment, and Insurance to complete the following scopes of work:

1. The original scope of repair has been changed to include additional drain lines to the front and east elevations. The re-construction of the east elevation employee entrance stairs and landing to make compliant the new ADA access ramp at a cost of \$2,000.00. It has been agreed to by VA Architecture the Betterment Allowance for the Base Bid will be used for these improvements.

The total project price is \$ 2,000.00

Pricing is based on standard working hours (Monday thru Friday anytime between the hours of 8:00 am – 5:00 pm).

In closing, thank you for the opportunity to bid this project. Pricing valid for 30 days.

Sincerely,



Allan R. Moore



amoore@caslp.com

361.774.5889 cell

956.216.8200 office

956.216.8069 fax

CAS Companies LP
5402 S. Expressway 83
Harlingen, TX. 78552
Office: 956-216-8200
Fax: 956-216-8069

Trades, Temporary Labor & Materials
(Ref: TIPS)
Contact: Kim Thompson
866.839.8477

AI-16649**20.E.1.****Request for payments 1, 2 &3-Longoria Property, aka, the Mansion-Roof Replacement
CC REGULAR**

Date: 07/28/2009
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Buildings & Grounds

Information**CAPTION**

Acceptance, and approval of the following requests for payments as submitted by Tremco/Weatherproofing Technologies, Inc. under P.O. #614110 for the Roof Replacement Project for the building located in Pct. 3 under renovation for conversion into additional precinct offices/departments known as the Longoria Property or the Mansion.

a. Request for payment No. 1	\$142,198.56	Inv.# 92137946
b. Request for payment No. 2	\$94,799.06	Inv.# 92137947
c. Request for payment No. 3	\$106,133.72	Inv.# 92137948

BACKGROUND

Project No. 2008-398

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1336-444-00-220-014-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO # 614110 has \$433,862.00 available as of 07/24/09.

Attachments

Link: Copy of PO

Link: Inv #92137946

Link: Inv #92137947

Link: Inv #92137948

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/23/2009 04:08 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2009 04:24 PM	APRV
3	Olga Garza	Olga Garza	07/24/2009 02:03 PM	APRV
4	Dale Kennan	Dale Kennan	07/24/2009 02:59 PM	APRV

5

Auditor's Office

07/24/2009 05:10 PM NEW

Form Started By: Moises Salazar

Started On: 07/23/2009 01:17
PM

Final Approval Date: 07/24/2009



Purchase Order
COUNTY OF HIDALGO

PO#: 614110

DATE: 12/09/08

Page No 1 Of 1
Needed 12-01-08

VENDOR: 330485 REQ:00144355
FAX (216) 292-5038 Email:
Phone: (216) 292-5000
WEATHERPROOFING TECHNOLOGIES, INC.
3735 GREEN RD
BEACHWOOD OH 44122

BUYER:
SHIP TO: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539

Vendor Acct:

CONTACT:
SITE: GENERAL GOVERNMENT BUILDINGS

Special Instructions:

Contract No:

REQ 1484

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPLY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	DO NOT DUPLICATE ORDER TCPN CONTRACT NUMBER R4812 ROOF REPLACEMENT SERVICES FOR THE MANSION REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 Total	433,862.96	433,862.96 433,862.96
***** For Hidalgo County use only 8-1336-444-00-220-014-0-452 433,862.96 Approved _____				

Authorized by:

Martina L. Salazar *PC*

COPY

SUBCONTRACTOR APPLICATION AND CERTIFICATE FOR PAYMENT

To: Hidalgo County
PO Box 1356, Edinburg, TX 78540
From: Weatherproofing Technologies Inc.
Project Name: Hidalgo County Mission Mansion Roof Replacement
Project No: 9137386
Pay Req No: 1
Period To: 3/31/2009

1 ORIGINAL CONTRACT SUM \$ 433,862.96
2 Net change by Change Orders \$ 0.00
3 CONTRACT SUM TO DATE (Line 1 + 2) \$ 433,862.96
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 149,682.70

5 RETAINAGE:

a. 5 % of Completed Work \$0.00
(Column D + E on G703)
b. 0 % of Stored Material \$0.00
(Column F on G703)

Total Retainage (Lines 5a + 5b or

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 7,484.14
\$ 142,198.56

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0.00
\$ 142,198.56

8. CURRENT PAYMENT DUE \$ 291,664.40

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Weatherproofing Technologies, Inc.

By:

Michelle Hought

Date:

July 16, 2009

State of:

Subscribed and sworn to before me this

Notary Public: *Andrew W. Grossman* day of *July*, 2009 County of *King*

My Commission expires:

Andrew W. Grossman

Notary Public

in and for the State of Ohio
My Commission Expires
June 1, 2014

GOOD SERVICES RECEIVED BY:

MISSION MANSION

ON 14, 198, 568

INVOICE DATED BY: 7/30/09

ON 6/14/10

RECEIVED

OFFICE OF EXECUTIVE OFFICER
ON: 7/20/09 BY: *[Signature]*

SUBCONTRACTOR SCHEDULE OF VALUES

Subcontractor: Weatherproofing Technologies Inc
 Project Name: Hidalgo County Mission Mansion Roof Replacement

Application Number: 1
 Application Date: 3/31/09
 Period To: 3/31/09
 Project No.: 9137386

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE 5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Mobilization	\$21,693.14		\$21,693.14		\$21,693.14	100.00%		\$1,084.66
2	Tile Removal	\$27,386.42		\$27,386.42		\$27,386.42	100.00%		\$1,369.32
3	Base Sheet	\$15,999.86		\$15,999.86		\$15,999.86	100.00%		\$799.99
4	Metal Tile Roofing	\$216,931.53		\$75,926.03		\$75,926.03	35.00%	\$141,005.50	\$3,796.30
5	TPA Roofing	\$86,772.59		\$8,677.25		\$8,677.25	10.00%	\$78,095.34	\$433.86
9	Flashing	\$21,693.14					0.00%	\$21,693.14	
7	Metal	\$21,693.14					0.00%	\$21,693.14	
8	Demobilization	\$21,693.14					0.00%	\$21,693.14	
	GRAND TOTALS	\$433,862.96		\$149,682.70		\$149,682.70	34.50%	\$284,180.26	\$7,484.14

TREMCO**WEATHERPROOFING
TECHNOLOGIES, INC.**TREMCO
3735 GREEN ROAD, BEACHWOOD, OH 44122-5730 (216)292-5000

ACCOUNT NUMBER 6040795

**SHIP
TO**COUNTY OF HIDALGO
HUMAN SERVICES MISSION MANSION
2401 NORTH MOORFIELD ROAD
MISSION TX 78574**CHARGE
TO**COUNTY OF HIDALGO
PO Box 1356
EDINBURG TX 78540

INVOICE NO.	INVOICE DATE	DUE DATE
92137946	07/16/2009	08/15/2009

CUST. P.O.
614110ORDER NUMBER
35008181TERMS
Net 30

SHIPPED FROM

SHIP DATE

ROUTING - IF SPECIFIED

DELIVERY NO.

(PLEASE MAKE ANY CORRECTIONS TO ABOVE INFORMATION)
NO RETURN MERCHANDISE UNLESS AUTHORIZED BY OUR REPRESENTATIVE

REPRESENTATIVES DAVE NABER, STEVEN LYNSTEADT

FREIGHT (F.O.B.: SHIPPING POINT)

PPA PREPAID AND ADD

QTY	FORMULA NO. AND DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
1	CONTRACTING /GENERAL CONTRACTING SERVICES COUNTY OF HIDALGO-130245 MISSION HUMAN SERVICES (La MANSION) ROOF REPLACEMENT PURCHASE ORDER #614110 PROGRESS BILLING #1: WTI INVOICE, AIA 702/703 REVISED 7/16/2009 (DK) Service Order:9137386	1 EA			142,198.56
IF YOU WOULD PREFER TO RECEIVE YOUR INVOICES BY FAX INSTEAD OF MAIL, PLEASE CALL OUR OFFICE.					

An **RPM** Company

SUBTOTAL 142,198.56

LOCAL TAX .00	COUNTY TAX .00	STATE TAX .00
---------------	----------------	---------------

SALES TAX 0.00

SHIPPING 0.00

TOTAL DUE 142,198.56

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCECOUNTY OF HIDALGO
PO Box 1356
EDINBURG TX 78540

ACCOUNT NUMBER: 6040795

CUST. P.O.: 614110

TERMS: Net 30

SUBTOTAL	142,198.56
SALES TAX	0.00
SHIPPING	0.00
TOTAL DUE	142,198.56 USD

INVOICE NO.	INVOICE DATE
92137946	07/16/2009

IF THIS ORDER IS SALES TAX
EXEMPT AND WE HAVE
CHARGED SALES TAX,
MARK BOX AND RETURN
A COMPLETED, SIGNED
SALES TAX EXEMPTION
CERTIFICATE WITH YOUR
REMITTANCE. THANK YOU.

COMMENTS:

Mail check to address above or call to pay by ACH.
Check by Phone, Check by FAX, or Wire transfer.
Credit card accepted at time of purchase.

An **RPM** Company

Thank you for your payment. We appreciate your business.

RECEIPT OF THIS ORDER SHALL BE ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED ON THE FRONT AND BACK HEREOF. (V. 6.30A1)

ROSEN

TREMCO
P.O. BOX 931111
CLEVELAND, OH 44193-0511

COPY

SUBCONTRACTOR APPLICATION AND CERTIFICATE FOR PAYMENT

To: Hidalgo County
PO Box 1356; Edinburg, TX 78540
From: Weatherproofing Technologies Inc.
Project Name: Hidalgo County Mission Mansion Roof Replacement
Project No: 9137386
Pay Req No: 2
Period To: 4/30/2009

1. ORIGINAL CONTRACT SUM	\$ 433,862.96
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 433,862.96
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 249,471.18
5. RETAINAGE	
a. 5 % of Completed Work (Column D + E on G703)	\$0.00
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 12,473.56
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 236,997.62
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 142,198.56
8. CURRENT PAYMENT DUE	\$ 94,799.06
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	196,865.34

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Weatherproofing Technologies, Inc.

By:

State of:

Subscribed and sworn to before me this

Notary Public

My Commission expires

Date:

County of:

Andrew W. Grossman

Notary Public

In and for the State of Ohio

My Commission Expires

June 1, 2014

9-1336-444-00-220-014-0-452

GOOD SERVICES RECEIVED BY: 94,799.06

MISSION MANSION ON

INVOICE RECEIVED BY: 7/20/09

Alma ON

PO# 614110

RECEIVED

OFFICE OF EXECUTIVE OFFICER

ON: 7/20/09 BY:

SUBCONTRACTOR SCHEDULE OF VALUES

Subcontractor: Weatherproofing Technologies Inc.
 Project Name: Hidalgo County Mission Mansion Roof Replacement

Application Number: 2
 Application Date: 4/29/09
 Period To: 4/30/09
 Project No.: 9137386

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THRS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Mobilization	\$21,693.14	\$21,693.14			\$21,693.14	100.00%		\$1,084.66
2	Tile Removal	\$27,386.42	\$27,386.42			\$27,386.42	100.00%		\$1,369.32
3	Base Sheet	\$15,999.86	\$15,999.86			\$15,999.86	100.00%		\$799.99
4	Metal Tile Roofing	\$216,931.53	\$75,926.03	\$10,846.57		\$86,772.60	40.00%	\$130,158.93	\$4,338.63
5	TPA Roofing	\$86,772.59	\$8,677.25	\$78,095.34		\$86,772.59	100.00%		\$4,338.63
9	Flashing	\$21,693.14		\$10,846.57		\$10,846.57	50.00%	\$10,846.57	\$542.33
7	Metal	\$21,693.14					0.00%	\$21,693.14	
8	Demobilization	\$21,693.14					0.00%	\$21,693.14	
	GRAND TOTALS	\$433,862.96	\$149,682.70	\$99,788.48		\$249,471.18	57.50%	\$184,391.78	\$12,473.56

WEATHERPROOFING TECHNOLOGIES, INC.



Tremco

Tremco 3735 Green Road, Beachwood, OH 44122-5730 (216) 292-5000

INVOICE

ACCOUNT NUMBER 6040795	
INVOICE NO. 92137947	INVOICE DATE 07/16/2009
CUST. P.O. 614110	ORDER NUMBER 35008181
TERMS Net 30	SHIPPED FROM
ROUTING - IF SPECIFIED	DELIVERY NO.
SHIP DATE	
SHIP PREPAID AND ADD	
PRIGHT (F.O.B. SHIPPING POINT)	
FORMULA NO. AND DESCRIPTION	
UNIT QTY	
PRICE	
AMOUNT	

QTY	FORMULA NO. AND DESCRIPTION	UNIT QTY	PRICE	AMOUNT
1	CONTRACTING / GENERAL CONTRACTING SERVICES	1 EA		94,799.06
	COUNTY OF HIDALGO-130245 MISSION HUMAN SERVICES (LA MANSION) ROOF REPLACEMENT PURCHASE ORDER #614110 PROGRESS BILLING #2: MTI INVOICE, AIA 702/703 REVISED 7/16/2009 (DK) Service Order: 9137386			
	IF YOU WOULD PREFER TO RECEIVE YOUR INVOICES BY FAX INSTEAD OF MAIL,			
	PLEASE CALL OUR OFFICE.			

LOCAL TAX	COUNTY TAX	STATE TAX	SUBTOTAL
.00	.00	.00	94,799.06
SALES TAX			0.00
SHIPPING			0.00
TOTAL DUE			94,799.06

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

COUNTY OF HIDALGO
PO Box 1356
EDINBURG TX 78540
ACCOUNT NUMBER: 6040795
CUST. P.O.: 614110
TERMS: Net 30

SUBTOTAL 94,799.06
SALES TAX 0.00
SHIPPING 0.00
TOTAL DUE 94,799.06 USD

INVOICE NO. 92137947	INVOICE DATE 07/16/2009
----------------------	-------------------------

COMMENTS:

Mail check to address shown or call us today for more information. Check by mail or wire transfer. Credit card accepted in limited circumstances.

IF THIS ORDER IS SALES TAX EXEMPT AND WE HAVE CHARGED SALES TAX, MARK BOX AND RETURN A COMPLETED, SIGNED SALES TAX EXEMPTION CERTIFICATE WITH YOUR REMITTANCE. THANK YOU.

Company Thank you for your payment. We appreciate your business.

Tremco
P.O. BOX 93111
CLEVELAND, OH 44193-0511

Company

REMIT OF THIS ORDER SHALL BE ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED ON THE FRONT AND BACK HEREOF. (7-6-2001)

COPY

SUBCONTRACTOR APPLICATION AND CERTIFICATE FOR PAYMENT

To: Hidalgo County
PO Box 1356, Edinburg, TX 78540
From: Weatherproofing Technologies Inc.
Project Name: Hidalgo County Mission Mansion Roof Replacement
Project No: 9137386
Pay Req No: 3
Period To: 5/31/2009

1. ORIGINAL CONTRACT SUM	\$ 433,862.96
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 433,862.96
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 361,190.88

5. RETAINAGE:

a. 5 % of Completed Work (Column D + E on G703)	\$0.00
b. 0 % of Stored Material (Column F on G703)	\$0.00

Total Retainage (Lines 5a + 5b or

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$ 18,059.54	\$ 236,997.62
\$ 343,131.34	\$ 106,133.72
	\$ 90,731.62

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

Weatherproofing Technologies, Inc.

By:

Michelle Hloyd

Date: July 14, 2009

County of

Cinicalunga

State of: Ohio
Subscribed and sworn to before me this
Notary Public July 14, 2009
My Commission expires

Andrew W. Grossman

Notary Public

In and for the State of Ohio
My Commission Expires
June 1, 2014

9-1336-444-00-220-014-0-452
GOOD DEED RECEIVED BY: 106,133.72

MADE BY: 1/20/05

MADE BY: 1/20/05

post 614110

RECEIVED

OFFICE OF EXECUTIVE OFFICER
ON: 7/20/09 BY: *[Signature]*

SUBCONTRACTOR SCHEDULE OF VALUES

Subcontractor: Weatherproofing Technologies Inc.
 Project Name: Hidalgo County Mission Mansion Roof Replacement

Application Number: 3
 Application Date: 5/26/09
 Period To: 5/31/09
 Project No.: 9137386

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Mobilization	\$21,693.14	\$21,693.14			\$21,693.14	100.00%		\$1,084.66
2	Tile Removal	\$27,386.42	\$27,386.42			\$27,386.42	100.00%		\$1,369.32
3	Base Sheet	\$15,999.86	\$15,999.86			\$15,999.86	100.00%		\$799.99
4	Metal Tile Roofing	\$216,931.53	\$86,772.60	\$88,772.60		\$173,545.20	80.00%	\$43,386.33	\$8,677.26
5	TPA Roofing	\$86,772.59	\$86,772.59			\$86,772.59	100.00%		\$4,338.63
9	Flashing	\$21,693.14	\$10,846.57	\$8,677.25		\$19,523.82	90.00%	\$2,169.32	\$976.19
7	Metal	\$21,693.14		\$16,269.85		\$16,269.85	75.00%	\$5,423.29	\$813.49
8	Demobilization	\$21,693.14					0.00%	\$21,693.14	
	GRAND TOTALS	\$433,862.96	\$249,471.18	\$111,719.70		\$361,190.88	83.25%	\$72,672.08	\$18,059.54

TREMCO**WEATHERPROOFING
TECHNOLOGIES, INC.**TREMCO
3735 GREEN ROAD, BEACHWOOD, OH 44122-5730 (216)292-5000

ACCOUNT NUMBER 6040795

**SHIP
TO**COUNTY OF HIDALGO
HUMAN SERVICES MISSION MANSION
2401 NORTH MOORFIELD ROAD
MISSION TX 78574**CHARGE
TO**COUNTY OF HIDALGO
PO Box 1356
EDINBURG TX 78540

INVOICE NO.	INVOICE DATE	DUE DATE
92137948	07/16/2009	08/15/2009

CUST. P.O.
614110ORDER NUMBER
35008181TERMS
Net 30

SHIPPED FROM

SHIP DATE

ROUTING - IF SPECIFIED

DELIVERY NO.

(PLEASE MAKE ANY CORRECTIONS TO ABOVE INFORMATION)
NO RETURN MERCHANDISE UNLESS AUTHORIZED BY OUR REPRESENTATIVE

REPRESENTATIVES DAVE NABER, STEVEN LINSTADT

FREIGHT (F.O.B.: SHIPPING POINT)

PPA PREPAID AND ADD

QTY	FORMULA NO. AND DESCRIPTION	UNIT QTY	PRICE	AMOUNT
1	CONTRACTING /GENERAL CONTRACTING SERVICES COUNTY OF HIDALGO-130245 MISSION HUMAN SERVICES (La MANSION) ROOF REPLACEMENT PURCHASE ORDER #614110 PROGRESS BILLING #3: WTI INVOICE, AIA 702/703 REVISED 7/16/2009 (DK) Service Order:9137386 IF YOU WOULD PREFER TO RECEIVE YOUR INVOICES BY FAX INSTEAD OF MAIL, PLEASE CALL OUR OFFICE.	1 EA		106,133.72

An **RPM** Company

SUBTOTAL	106,133.72
SALES TAX	0.00
SHIPPING	0.00
TOTAL DUE	106,133.72

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCECOUNTY OF HIDALGO
PO Box 1356
EDINBURG TX 78540ACCOUNT NUMBER: 6040795
CUST. P.O.: 614110
TERMS: Net 30

SUBTOTAL	106,133.72
SALES TAX	0.00
SHIPPING	0.00
TOTAL DUE	106,133.72 USD

INVOICE NO.	INVOICE DATE
92137948	07/16/2009

IF THIS ORDER IS SALES TAX
EXEMPT AND WE HAVE
CHARGED SALES TAX,
MARK BOX AND RETURN
A COMPLETED, SIGNED
SALES TAX EXEMPTION
CERTIFICATE WITH YOUR
REMITTANCE. THANK YOU.

COMMENTS:

Mail check to address shown or call to pay by ACH,
check by phone, check by fax, or wire transfer.
Credit card accepted at time of purchase.

An **RPM** Company

Thank you for your payment. We appreciate your business.

RECEIPT OF THIS ORDER SHALL BE ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED ON THE FRONT AND BACK HEREOF. (V 6.2011)

R00528

TREMCO
P.O. BOX 931111
CLEVELAND, OH 44193-0511

AI-16659

20.F.1.

**Engineering Services for Various Projects for Border Colonia Access
Program
CC REGULAR**

Date: 07/28/2009

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: CAP Pct.2

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service in connection with engineering services;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" for the provision of professional engineering services for Aldamas I and II project.

1st. _____; 2nd. _____; 3rd. _____;

c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No.1 ranked firm of _____ for the provision of engineering services for the project identified and detailed above and herein.

d. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for engineering services.

e. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" for the provision of professional engineering services in connection with Morning side South Subdivision.

1st. _____; 2nd. _____; 3rd. _____;

f. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No.1 ranked firm of _____ for the provision of engineering services for the project identified and detailed above and herein.

g. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for engineering services.

h. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" for the provision of professional engineering services in connection with El Mesquite.

1st. _____; 2nd. _____; 3rd. _____;

i. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No.1 ranked firm of _____ for the provision of engineering services for the project identified above and herein.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9

ACCT. #: 9-1334-431-00-122-XXX-0-334

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

9-1312-431-00-122-937-0-334 \$47,521.98 (Aldamas I&II)

9-1312-431-00-122-900-0-334 \$33,142.82 (Morningside Side)

9-1312-431-00-122-460-1-334 \$20,675.95 (El Mesquite)

Attachments

Link: Pool of Engineers

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/24/2009 10:39 AM	APRV
2	Budget & Management	Erika Zamora	07/24/2009 01:24 PM	APRV
3	Roland Garcia	Rolando Garcia	07/24/2009 03:29 PM	APRV
4	Auditor's Office		07/24/2009 05:10 PM	NEW
Form Started By: Nielda Cavazos			Started On: 07/24/2009 10:03 AM	

Final Approval Date: 07/24/2009

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL**

DESCRIPTION OF RFQ:

HIDALGO COUNTY EXPANSION TO ENGINEERING SERVICES

RFQ NO: 2009-097-03-11-MSS

RFQ ACCEPTANCE DATE: MARCH 11, 2009

RFQ ACCEPTANCE TIME: 9:30 A.M.

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: March 24, 2009 through February 9, 2010

NAME OF COMPANY		Areas of Specialization								Other
		Civil	Structural	Geo-technical	MEP	Mechanical	Environmental	Electrical	Highway	
#01	S&B Infrastructure, Ltd. 5408 North 10th St McAllen, TX 78504 Attn: Daniel O. Rios, P.E. Senior Vice President P: 956-926-5000 F: 956-994-0427 dorios@sbinfra.com	X	X		X	X	X	X	X	-GIS Services and Database Development. -Funding Liason and Funding Application Preparation. -Public Involment -Water/Waste Water -Design -Build (Roadway, Facilities) -NPDES Engineering / Documentation -Disaster Mitigation / Damage Assessment. -Economic Analysis (Benefit - Cost) -Railway Planning -Construction Management/Inspection.
#02	AEC Engineering, LLC P. O. Box 480 Edinburg, TX 78540 Attn: Carlos Garza, President/ Engineer P: 956-380-6558 F: 956-380-6110 carlos@aecengineering.net	X					X			
#03	Gilbert J. Guerra Engineering, LLC Dba Rio Delta Engineering 921 S. 10 th Edinburg, TX 78539 Attn: Gilbert J. Guerra, P.E. P: 956-380-5152 F: 956-380-5083 Riodelta2004@yahoo.com	X			X	X	X	X	X	
#04	Flores Engineers 519 W. University Drive Edinburg, TX 78539 Attn: Raul P. Flores, PE P: 956-287-7100 F: 956-287-7108 floresengineers@yahoo.com	X	X	X			X		X	- Infrastructure - Storm Water Management - Pavement Construction Management - Construction Program Management - General contracting - Land/Real Estate Development

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL**

DESCRIPTION OF RFQ: HIDALGO COUNTY EXPANSION TO ENGINEERING SERVICES	RFQ NO: 2009-097-03-11-MSS
RFQ ACCEPTANCE DATE: MARCH 11, 2009	RFQ ACCEPTANCE TIME: 9:30 A.M.
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: <u>March 24, 2009</u> through <u>February 9, 2010</u>	

NAME OF COMPANY	Areas of Specialization								
	Civil	Structural	Geo-technical	MEP	Mechanical	Environmental	Electrical	Highway	Other
#05 The Alex Group, LLC 801 Quince, Suite 1 McAllen, TX 78501 Attn: Alex Gholmieh, P. E., Principal P: 956-687-2539 F: 956-687-2545 alex@thealexgroup.net				X	X		X		
#06 Raba-Kistner Consultants, Inc. 800 E. Hackberry McAllen, TX 78501 Attn: Martin Vila, PE, Senior Vice President P: 956-682-5332 F: 956-682-5487 mvila@rkci.com			X			X			- Construction Materials Testing - Facilities Engineering - Pavement Consulting

**HIDALGO COUNTY
PROFESSIONAL ENGINEERING POOL**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2009 through February 9, 2010

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	R E Garcia and Associates 116 N. 12 th Avenue Edinburg, TX 78541-3501 Attn: Raul E. Garcia, P.E., R.P.L.S. (956) 381-1061 Fax: (956) 381-1280 E-mail: regaassoc@aol.com	X					X		X	
#02	Salinas Engineering & Associates 2221 Daffpdo; Ave. McAllen, TX 78501 Attn: David Omar Salinas, P.E., M.S.E.E. (956) 682-9081 Fax: (956) 686-1489 Dsalinas.sea@sbcglobal.net	X	X				X		X	
#03	Half Associates, Inc. 500 W. Military Suite 100 McAllen, TX 78503 Attn: Robert L. Saenz, P.E., C.F.M. (956) 664-0286 Fax: (956) 664-0282 rsaenz@half.com	X	X		X	X	X	X	X	
#04	Millennium Engineers Group, Inc. 705 Dawson Drive Edinburg, Texas 78539 Attn: Raul Palma, P.E. (956) 383-8522 Fax: (956) 383-0295 E-mail: meg@megengineers.com	X		X			X		X	Construction Materials Testing
#05	M Garcia Engineering 400 Nolana Suite D McAllen, Texas 78504 Attn: Mariano Garcia, P.E. (956) 687-9421 Fax: 687-3211 E-Mail: mariano@mgarciaengineering.com	X								
#06	Ambiotec Civil Engineering Group, Inc. 5420 Paredes Line Road. Brownsville, TX 78526 Attn: Vicente Mendez, P.E., R.P.L.S. (956) 548-9333 Fax: (956) 548-9399 E-mail: vmendez@ambiotec.com	X					X			
#07	Hinojosa Engineering, Inc. 108 W. 18 TH Street Mission, Texas 78572 Attn: Ricardo Hinojosa, P.E. -President (956) 581-0143 Fax: (956) 581-2074 E-mail: hinojosaenginc@aol.com ; rhinojosa@heningineering.com Website: www.hengineering.com	X	X							

**HIDALGO COUNTY
PROFESSIONAL ENGINEERING POOL**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2009 through February 9, 2010

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#08	Gilbert J. Guerra Engineering, LLC d/b/a Rio Delta Engineering 921 South 10 th Edinburg, TX 78539 Attn: Gilbert J. Guerra, P.E. (956) 380-5152 Fax: (956) 380-5083 E-mail: riodelta2004@yahoo.com	X								
#09	Quintanilla, Headley and Associates, Inc. 124 E. Stubs St. Edinburg, Texas 78539 Attn: Alfonso Quintanilla, P.E., President (956) 381-6480 Fax: (956) 381-0527 E-mail: quintanillaheadley@sbcglobal.net	X							X	
#10	Cruz-Hogan Consultants, Inc. 605 E. Violet Avenue, Suite 5 McAllen, Texas 78504 Attn: Ronnie Cruz, P.E. (956) 682-5022 Fax: (956) 682-5089 E-Mail: Ronnie@cruzhogan.net	X					X			Water & Wastewater Treatment Colletion & Distribution
#11	Civil Systems Engineering, Inc. P. O. Box 572373 (9894 Bissonnet Street, Suite 404) Houston, TX 77257 Attn: Daren Li, President (713) 782-3811 Fax: (713) 782-3812 E-mail: dli@cseengineers.com Web: www.cseengineers.com	X					X		X	GIS Applications
#12	Cook-Joyce, Inc. 812 West 11 th Street Austin, Texas 78701 Attn: J. Brian Dudley, Sr., P.E. (512) 474-9097 Fax: (512) 474-8463 E-mail: brian.dudley@cook-joyce.com Web: www.cook-joyce.com	X					X			
#13	Izaguirre Engineering Group, LLC. 7413 N. La Homa Rd. Mission, TX 78574 Attn: Gilberto A. Gracia, P.E.	X					X		X	
#14	Rodriguez Engineering 5602 East Iowa Rd. Edinburg, Texas 78539 Attn: Mr. Leo L. Rodriguez, Jr., P.E./R.P.L.S. -President (956) 491-1013 Fax: 380-2775 E-mail: atm1963@hotmail.com	X							X	

**HIDALGO COUNTY
PROFESSIONAL ENGINEERING POOL**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2009 through February 9, 2010

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#15	Javier Hinojosa Engineering 416 E. Dove Avenue McAllen, Texas 78504 Attn: Javier Hinojosa, P.E., Owner (956) 668-1588 Fax: (956) 994-8102 E-mail: javhin@rgv.rr.com	X								
#16	L&G Engineering 2100 W. Expressway 83 Mercedes, Texas 78570 Attn: Jacinto Garza, President (956) 565-9813 Fax: (956) 565-9018 E-mail: jacinto@lgengineers.com	X		X			X		X	
#17	S&B Infrastructure, Ltd. 5408 North 10 th Street McAllen, Texas 78504 Attn: Daniel O. Rios, P.E., Senior Vice-President (956) 926-5000 Fax: (956) 994-0427 E-mail: dorios@sbinfra.com	X	X		X	X	X	X	X	-GIS Services and Database Development -Funding Liaison and Funding Application Preparation -Public Involvement -Water/Wastewater -Design-Build (Roadway, Facilities) -NPDES Engineering/Documentation -Disaster Mitigation / Damage Assessment -Economic Analysis (Benefit-Cost) -Railway Planning -Construction Management/Inspection
#18	Melden and Hunt, Inc. 115 W. McIntyre St. Edinburg, TX 78541 Attn: Fred L. Kurth, President (956) 381-0981 Fax: (956) 381-1839 fkurth@meldenandhunt.com	X								
#19	Noe Garza Engineers, Inc. 208 West Ferguson, Unit 2 Pharr, TX 78577 Attn: Noe Garza, President (956) 783-1207 Fax: (956) 783-1209 E-mail: Lydia.rodriquez@ngeinc.net	X	X							
#20	DOS Logistics P.O. Box 8337 212 W. 3 RD St. Weslaco, Texas 78596 Attn: Eric C. Ybarra, President (956) 968-8800 Fax: (956) 447-8194 E-mail: ericbarra@doslogistics.com Web: www.doslogistics.com	X	X				X		X	

**HIDALGO COUNTY
PROFESSIONAL ENGINEERING POOL**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2009 through February 9, 2010

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#21	Vanguard Engineering 2201 Northgate Drive Weslaco, TX 78596 Attn: Victor H. Garcia, P.E. (956) 5145086 Fax: (956) 514-5036 E-mail: vgarcia@vanguardeng.com	X	X	X					X	
#22	DBR Engineering Consultants, Inc. 7001 North 10 th Street McAllen, TX 78504 Attn: Brian C. Uhlrich, P.E. (956) 683-1640 Fax: (956) 683-1903 E-mail: buhlrich@dbrinc.com				X	X		X		
#23	J. E. Saenz & Associates, Inc. 211 E. Wisconsin Edinburg, Texas 78539 Attn: Jose E. Saenz, President (956) 383-2984 Fax: (956) 383-3736 E-mail: jacalifa@jesaenz.com ; eddie@jesaenz.com	X							X	
#24	TEDSI Infrastructure Group 1201 E. Expressway 83 Mission, Texas 78572 Attn: Jesse Salinas, Principal (956) 424-7898 Fax: (956) 424-7022 E-mail: jsalinas@tedsi.com Web: www.tesdi.com	X					X		X	
#25	Dannenbaum Engineering Company - McAllen, LLC 1109 Nolana Loop, Suite 208 McAllen, Texas 78504 Attn: Louis H. Jones, Jr., P.E., Vice-President (956) 682-3677 Fax: (956) 682-3677 E-mail: southtexas@dannenbaum.com Web: www.dannenbaum.com	X	X				X		X	
#26	LJA Engineering & Surveying, Inc. 2929 Briarpark Drive, Suite 600 Houston, TX 77042 Attn: David Quebedeaux, P.E. (713) 953-5200 Fax: (713) 953-5026 E-mail: dquebedeaux@ljaengineering.com	X								

HIDALGO COUNTY PROFESSIONAL ENGINEERING POOL

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2009 through February 9, 2010

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environmental	Electrical	Highway	Other
#27	R. Gutierrez Engineering Corporation 130 East Park Pharr, Texas 78577 Attn: Ramiro Gutierrez, P.E., President (956) 782-2557 Fax: (956) 782-2558 E-mail: office@rgutierrezengineering.com rguteng@sbcglobal.net	X							X	
#28	Guzman & Munoz Engineering and Surveying, Inc. 1100 E. Jasmine, Ste. 107 McAllen, TX 78501 Attn: Jose L. Munoz, President (956) 682-3812 Fax: (956) 682-3813 E-mail: jmunoz@gmes.biz	X	X		X				X	
#29	KK Engineering Consultant 410 E. Dove Ave. McAllen, Texas 78504 Attn: Kambiz S. Khademi, PE, President/Owner (956) 630-2125 Fax: (956) 630-2219 E-mail: kkhademi@sbcglobal.net	X								
#30	SAMES, Inc. 2606 Woods Drive Edinburg, TX 78539 Attn: Sam Maldonado, Principal (956) 702-8880 Fax: (956) 702-8883 E-mail: sam@samengineering-surveying.com	X	X						X	
#31	TERRACON CONSULTANTS 1506 Mid-Cites Drive Pharr, Texas 78577 Attn: Jorge A. Flores, P.G. (956) 283-8254 Fax: (956) 283-8279 E-Mail: jaflores@terracon.com			X			X			-Construction Materials Testing -Facilities